1		THE HONORABLE RICHARD A. JONES		
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8	UNITED STATES DISTRICT COURT			
9	FOR THE WESTERN DISTRICT OF WASHINGTON			
10	ORGANO GOLD INT'L, INC. a Washington			
11	corporation,	NO. 2:16-CV-00487		
12	Plaintiff,	DECLARATION OF JAMES BULTHUIS IN SUPPORT OF		
13	V.	PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING		
14	LUIS VENTURA, an individual, LUZ ANGELA VENTURA, an individual; and L&A	ORDER AND MOTION FOR		
15	VENTURA MANAGEMENT, INC., a Texas corporation,	PRELIMINARY INJUNCTION		
16	Defendants.			
17		-		
18	I, James Bulthuis, declare:			
19	1. I am one of the counsel for Plaintiff	Organo Gold in the above-captioned matter.		
20	I am over the age of eighteen years and am oth	erwise competent to testify and make the		
21	following statements based upon my personal first-h	and knowledge.		
22	2. Attached hereto as Exhibit 1 is a redacted copy of Defendant's Agreement with			
23	Organo.			
24 2.5		u of Ma Wantung's Espala alt mast		
25 26	3. Attached hereto as Exhibit 2 is a copy	y of Mr. ventura's Facebook post.		
26				
***************************************	DECLARATION OF JAMES BULTHUIS IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY RESTRAIN ORDER AND MOTION FOR PRELIMINARY INJUNCTION- 1 <5881.004/317242>			

TEL. 206.682.5600 • FAX 206.682.2992

- 4. Attached hereto as Exhibit 3 is a copy of Mr. Ventura's Facebook post.
- 5. Attached hereto as Exhibit 4 is a copy of Mr. Ventura's Facebook post.
- 6. Attached hereto as Exhibit 5 is a copy of Mr. Ventura's Facebook post.
- 7. Attached hereto as Exhibit 6 is a copy of Mr. Ventura's Facebook post.
- 8. Attached hereto as Exhibit 7 is a copy of Mr. Ventura's Facebook post.
- 9. This case was originally filed in state court in Whatcom County. A similar motion for a temporary restraining order was filed in that action on March 31, 2016. On March 31, 2016, I emailed Defendant Luis Ventura a copy of the motion and notified him that it would be presented ex parte on April 1.
- 10. On April 1, I presented the motion for temporary restraining order to the ex parte judge. During the middle of that presentation, counsel for Defendants called the Court to advise he had just been retained and was objecting to the motion. Consequently, the ex parte judge took no action on the motion. I then filed a motion to shorten time with the assigned Judge Snyder, which was granted. Judge Snyder set the hearing for the motion for temporary restraining order for April 6. On April 1, my office sent images of the court's order with the motion and supporting evidence to Mr. Ventura's retained counsel. On April 4, my office sent the court's order to Mr. Ventura's counsel again.
- 11. On April 5, Defendants removed this case to federal court. This effectively canceled the hearing in Whatcom County on Plaintiff's motion for temporary restraining order.
- 12. For the Court's convenience, I have attached the declarations that were filed with the original motion for temporary restraining order as follows:
 - a. Attached hereto as Exhibit 8 is the Declaration of Norm Perret.
 - b. Attached hereto as Exhibit 9 is the Declaration of Joselin Hip Zelaya.

1	c. Attached hereto as Exhibit 10 is the Declaration of John Sachtouras.			
2	13. On April 7, my office notified Defendants' counsel that this Motion for			
3	Temporary Restraining Order and Preliminary Injunction would be filed.			
4	I declare under penalty of perjury under the laws of the State of Washington that the			
5	foregoing is true and correct.			
6				
7	DATED this 11 ^h day of April, 2016, in Seattle, Washington.			
8	By: <u>s/ James Bulthuis</u> James Bulthuis, WSBA #44089			
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DECLARATION OF JAMES BULTHUIS IN SUPPORT OF PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION- 3 <5881.004/317242>



Organo Gold International, Inc.

5505 Hovander Rd. Ferndale, WA 98248
INDEPENDENT DISTRIBUTOR APPLICATION USA



INDEPENDENT DISTRIBUTOR APPLICATION USA (*) Mandatory Fields Application Information * Social Security Number * First Name * Last Name Ventura Venturg * Number & Street Blvd. Address Line 2 (Sulte or Aportment na, Address Line 2 (Suite or Apartment no. ° City CHy * Skorter * Bp Code * Country * Storie * In Code Country 75019 USA 75019 USA * Date of Birth Imm/aid/vvvv) * Fax Number Co-Applicant Information Social Security Number * First Name * M! * Last Name * Contact Phone 2144409686 UZ **Furniling Sponsor** * Sponsor's QG ID# * Sponsor's First Name ' Sponsor's Last Name User/Site Name: Secret Question: Placement (select one) .organogold.com Secret Answer: Password: Right Left The field above used in case you forgot your password BECOME AN ORGANOGOLD DISTRIBUTOR AutoShip Available with Credit Card only (Optional) OG Business Kit* \$49.95 Three Pack (\$54.00) 50PV (Includes membership, product samples, 1 year back office NO THANKS and replicating website). *Required to become a OG Distributor. Six Pack (\$108.00) 100PV Initial Order / BUSINESS BUILDER PACK OPTIONS 15th of the following month isf Shloped the OG Bronze Beverage Pack \$150.00 CREDIT CARD DETAILS (Assorted OG Beverage Products with 130CV) CREDIT CARD NUMBER OG Bronze Supplement Pack \$150.00 (Assorted OG Supplement Products with 130CV) VISA EXP MO EXP YY CCV OG Silver Pack \$450.00 MASTER CARD (Assorted OG Beverage & Supplement Products with 400CV) CARD HOLDER NAME AMEX \$1,245.00 OG Gold Pack (Assorted OG Beverage & Supplement Products with 875CV) *20% Matching Bonys as a Qualified Consultant Note: All Orders Will Be Charged CARD HOLDER SIGNATURE Applicable Taxes, Shipping and Handling. Tiwee Pack (\$54.00) SOPV NO THANKS Six Pack (\$108.00) 100PV (Prices are in USD) Distributor Agreement (Please Read and Sign) This is a two-sided application. I/We have carefully read and agree to abide by the terms and conditions on both sides of this Application and

This is a two-sided application. I/We have carefully read and agree to abide by the terms and conditions on both sides of this Application and the Organo Gold Policies and Procedures and Compensation Plan. I/We understand that I/We have the right to terminate my/our Organo Gold Independent business at any time, with or without reason, by sending written notice to the Company at the above listed address.

Applicant's Signature Fuis Venlure	Date	Co-Applicant's Signature Luz Grysla Ventura	2/24/13
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Independent Organo Gold Distributor Application and Agreement Terms and Conditions

As used throughout these terms and conditions, "Agreement" collectively refers to the Organo Gold Independent Distributor Application and Agreement, Policies and Procedures, Marketing and Compensation Plan, and any other document incorporated by reference in the aforesaid. These documents, in their current form, and as may be amended by Organo Gold at its sole discretion, constitute the entire contract between Organo Gold and the Organo Gold Distributor. No other representation, promise, or agreement, shall be binding on the parties unless in writing and signed by an authorized officer of Organo Gold.

- 1. I certify that I am at least 18 years old (or of contractual age in my state of legal residence) and that all information I provided on this Application is accurate. I understand Organo Gold requests my personal tax identification number solely for the purpose of reporting income to the Internal Revenue Service. Under its right of contract, Organo Gold maintains the right to decline my application if I do not provide a valid tax identification number.
- 2. I understand that I am not required to make any product purchases in exchange for the right to distribute Organo Gold products pursuant to this Agreement, with the exception of a required Business Kit, which is non-commissionable, and provided at cost.
- 3. I understand that Organo Gold does not accept initial applications from business entities. Once my personal application is accepted, I will have the option to add a business entity to my account in accordance with the Policies and Procedures.
- 4. I understand that as an Organo Gold Distributor: a) I am granted the non-exclusive right to offer for sale Organo Gold products and services in accordance with the Agreement, b) I have the right to enroll persons in Organo Gold, and c) If qualified, I have the right to earn commissions pursuant to the Organo Gold Compensation Plan.
- 5.5 I agree to abide by the Organo Gold Code of Conduct as detailed in the Organo Gold Policies and Procedures:
- 6. I agree to present the Organo Gold Marketing and Compensation Plan and Organo Gold products and services as set forth in literature that is officially produced by Organo Gold.
- 7. I agree that as an Organo Gold Distributor I am an independent contractor, and not an employee, partner, legal representative, or franchisee of Organo Gold. I understand and agree that I will be solely responsible for paying all expenses incurred by myself, including but not limited to travel, food, lodging, secretarial, office, long distance telephone and other expenses. I UNDERSTAND THAT I SHALL NOT BE TREATED AS AN EMPLOYEE OF ORGANO GOLD FOR ANY PURPOSE. Organo Gold is not responsible for tax withholding, and reserves the right to refuse to withhold or deduct from my bonuses and commissions, if any, FICA or taxes of any kind, even if requested or agreed to by me in order to comply with any governmental order of backup withholding. I understand I am responsible to pay all applicable federal and state taxes and/or license fees, including FUTA and state unemployment and workers compensation taxes that may become due as a result of my activities as an Independent Distributor.
- 8. If eligible, I will be compensated for the products I sell and those products sold through my sales organization. Organo Gold never compensates for the mere act of sponsoring. The sale of products to end consumers must be emphasized in all presentations.
- 9. I understand that Organo Gold's program is built upon retail sales to the ultimate consumer. I am entitled to purchase product for my own personal or family use, and understand that Organo Gold prohibits the purchase of product or large quantities of inventory solely for the purpose of qualifying for bonuses or advancement in the marketing program. By placing subsequent product orders, I certify that I sold at least 70% or more of all products that I previously purchased. Products certified as sold under this 70% rule are not eligible for repurchase.
- 10. I have carefully read and agree to comply with the Organo Gold Agreement. I understand that I must be in good standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Organo Gold. I understand that these Terms and Conditions, the Organo Gold Policies and Procedures, or the Organo Gold Marketing and Compensation Plan may be amended at the sole discretion of Organo Gold, and by submitting this application I agree to abide by all such amendments. Amendments shall be binding immediately after notification is released. The continuation of my Organo Gold business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
- 11. The term of this agreement is one year (subject to prior cancellation for inactivity pursuant to the Policies and Procedures). If I fail to annually renew my Organo Gold business, or if it is canceled or terminated for any reason, I understand that I will permanently lose all rights as a Distributor. I shall not be eligible to sell Organo Gold products and services nor shall I be eligible to receive commissions, bonuses, or other income resulting from the activities of my former downline sales organization. In the event of cancellation, termination or non-renewal, I waive all rights I have, including but not limited to property rights, to my former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of my former downline organization. Organo Gold reserves the right to terminate all Independent Distributor Agreements upon 30 days notice.
- 12. I may not assign any rights or delegate my duties under the Agreement without the prior written consent of Organo Gold. Any attempt to transfer or assign the Agreement without the express written consent of Organo Gold renders the Agreement voidable at the option of Organo Gold and may result in termination of my business.
- 13. I understand that if I fail to comply with any of the terms of the Agreement, Organo Gold may, at its discretion, impose upon me disciplinary action as set forth in the Policies and Procedures, up to and including the termination of my Distributorship. If I am in breach, default or violation of the Agreement at termination, I shall not be entitled to receive any further bonuses or commissions, whether or not the sales for such bonuses or commissions have been completed.
- 14. I represent and warrant that my participation as an Organo Gold Distributor does not breach, violate, or otherwise interfere with any current agreements, past agreements, or surviving clauses of previous agreements, into which I have entered with any other multilevel marketing, direct sales, or other business venture.
- 15. I understand that my participation as an Organo Gold Distributor does not restrict

my participation in another multi-level marketing or direct sales opportunity, except that I shall not, while participating as an Organo Gold Distributor, or for 12 months after my termination, cancellation, or other separation from the Organo Gold program, participate in any other opportunity that directly competes with Organo Gold in offering ganoderma-based products.

- 16. I understand and agree that if I elect to participate in another non-competing multi-level marketing or direct sales opportunity, I will maintain separate organizations, independent of one-another, for each such non-competing opportunity.
- 17. Organo Gold, its parent or affiliated companies, directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "Agents"), shall not be liable for, and I release Organo Gold and its Agents from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. I further agree to release Organo Gold and its Agents from all liability arising from or relating to the promotion or operation of my Organo Gold business and any activities related to it (e.g., the presentation of Organo Gold products or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify Organo Gold for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that I undertake in operating my business.
- 18. The Agreement, in its current form and as amended by Organo Gold at its discretion, constitutes the entire contract between Organo Gold and myself. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
- 19. Any waiver by Organo Gold of any breach of the Agreement must be in writing and signed by an authorized officer of Organo Gold. Waiver by Organo Gold of any breach of the Agreement by me shall not operate or be construed as a waiver of any subsequent breach.
- 20. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect.
- 21. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of laws. In the event of a dispute between an Independent Distributor and Organo Gold arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation as more fully described in the Policies and Procedures. Organo Gold shall not be obligated to engage in mediation as a prerequisite to disciplinary action against an Independent Distributor. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures.
- 22. The parties consent to jurisdiction and venue before any federal or state court in the city of Ferndale, County of Whatcom, State of Washington, for purposes of enforcing an award by an arbitrator or any other matter not subject to arbitration.
- 23. Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- 24. Montana Residents: A Montana resident may cancel his or her Independent Distributor Agreement within 15 days from the date of enrollment, and may return his or her starter kit for a full refund within such time period.
- 25. If an Independent Distributor wishes to bring an action against Organo Gold for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against Organo Gold for such act or omission. Distributor waives all claims that any other statute of limitations applies.
- 26.I authorize Organo Gold to use my name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use. 27.I understand that I cannot, under any circumstances, incur any debt, expense, or obligation on behalf of, or for, the Company.
- 28. The Company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection. The Company is under no obligation to notify an applicant of an incomplete or faulty application.
- 29. A faxed or online copy of this Agreement shall be treated as an original in all respects.
- 30. I understand that I am entitled to cancel participation in the marketing program at any time and for any reason upon written notice to Organo Gold. Following the notification of cancellation or termination, the Company will buy back from a resigning Distributor unused and currently marketable inventory and sales aids purchased from the Company within (1) one year from the date of receipt of merchandise first ordered (no time limit in MA, GA, LA, and WY) at 90% of the Distributor's net cost, less shipping or other appropriate setoffs and legal claims as set forth in the Buy Back provisions of the Organo Gold Policies and Procedures.

AutoShip Program Enrollment and Payment Authorization. If you have elected to participate in the optional Autoship Program, the following terms apply:

- 1. By enrolling in the AutoShip Program I understand that I will automatically receive the items I se¬lected on a monthly basis.
- 2. I may cancel my AutoShip order at any time and for any reason by submitting a written request to Organo Gold at least 2 business days before the next scheduled shipment of my AutoShip order. I understand that cancellations received less than 2 business days before the next scheduled shipment will become effective the following month.
- 3. I authorize Organo Gold to automatically withdraw payment for my AutoShip order using the method of payment identified on this Application and Agreement or as I may update in my back office.
- 4. Organo Gold will only withdraw payment equal to the amount of the products I have selected, plus shipping and processing, and any applicable sales tax.
- 5. I understand that my products will ship when payment clears. Organo Gold will not be responsible for any qualifications, bonuses, or commissions that are missed as a result of declined payments.
- 6. Cancellation of my participation in the AutoShip program does not automatically cancel my Organo Gold Independent Distributor Agreement.



OrGano Gold Enterprises, Inc. 5505 Hovander Rd. Ferndale, WA 98248

USA DBA Form

Applicant Information	() Mandatory Fields
	icant's Name * Co-Applicant's Name
46-0844726 L+AVentura Manage- Lu	is Ventura Luz Angela Ventura
Billing Address * Number and Street men+ Inc.	Shipping Address * Number and Street
713 Armstrong Blvd.	713 Armstrong Blod.
Address Line 2 (Suite or Apartment 10.)	Address Line 2 (Suite or Apartment no.)
* City	* City
Coppell TX 75019 USA *Daytifie Phone Evening Phone *Email Address	Coppell TX 75019 USA * Date of Incorporation or Constitution (mm/dd/yyyy)
* Daytime Phone Evening Phone * Email Address	* Date of Incorporation or Constitution (mm/dd/yyyy)
9727045475 2144409686 angela-12701	noturail.com 08 22 2012
Enrolling Sponsor	
*Sponsor's GJJ710] *Sponsor's First Name	*Sponsor's Last Name
Placement (Select one)	
Automatic Placement Left Right	
Ownership	
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* City	* City
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* City	* City
* Passport Number Country of Issue * Email Address	* Date of Incorporation or Constitution (mm/dd/yyyy)



OrGano Gold Enterprises, Inc.

5505 Hovander Rd. Ferndale, WA 98248

USA DBA Form

Representative Agreement (Please Read and Sign)

Organo Gold Entreprises Inc. (OrGano Gold or the Company) recognizes that an Independent Representative may have legitimate reasons to do business as a sole proprietorship, partnership or corporation and OrGano Gold will consider converting the Independent Representative who is a person or household entity to a legal entity which is controlled entirely by the current and good-standing Independent Representative (the "Legal entity").

By submitting this DBA Form, the Independent Representative agrees to the following, as an amendment to its Agreement with the Company:

- 1. The Independent Representative must submit the Company's DBA Form, duly completed with a copy of the Legal Entity's constituting documents (for example, articles of incorporation) and such other supporting documents requested by the Company and that all such information shall be true and accurate. The acceptance by the Company of the DBA Form will have the effect of amending the Independent Representative's Agreement with the Company. The Company however reserves the right to withhold acceptance of the DBA Form, in its sole discretion.
- 2. The Independent Representative acknowledges that the acceptance of the DBA Form by the Company does not relieve the Independent Representative from being personally liable towards the Company for the performance and respect of all of the obligations and undertakings contained in the Agreement which include the P&P, of an Independent Representative by the Legal Entity and that notwithstanding the conversion to the Legal Entity, the person or household members who applied for the conversion of their OrGano Gold business to the Legal Entity, as the case may be, will remain personally liable for all acts and omissions of the Legal Entity in its obligations towards the Company for the duration of their ownership of the Legal Entity.
- 3. The Independent Representative acknowledges that the Legal Entity will not receive any recognition at any OrGano Gold meetings or events. If the Legal Entity is entitled to recognition, the persons or household members listed as owners on this form will be recognized in place of the Legal Entity.
- 4. If the Legal Entity is dissolved, the owners must immediately notify the Company. The owners may continue to operate the Organo Gold business.

Under no circumstances can the ownership of the Legal Entity be transferred, in whole or in part, to any other person without following the Company's policies for the sale or transfer of Independent Representative Status.

Date 2/24/13

Co-Applicant's Signature

] James

Home 1

Find Friends

1



Luis Ventura March 11 at 10:09pm ·

Follow

FRI

Today has come to me an information that has me very happy and excited!!

I guess if I was not going so well, if so many people would not be following me, and so many people FINALLY would be fulfilling their dreams with TLC, they would not even have the time to sell me as a "threat" or "damage" to their commercial interests.

If they had only listened to me, if only they had worked for the people who really needed it, perhaps they would not be as they are. It's a shame what happened, but all that will continue to happen.

To all the people that have been trying to contact me today, here is my contact information, I will answer as soon as possible and thank you for the confidence and interest.

Remember, we are not owned by anything or anyone but God. The documentation beats conversation. And results speak louder than 1000 words.

50,000 New Distribuitors in 90 days, 1000 Free Latino Families in 2016 and you can be one of them!

We're going for more! And with MUCH POWER!

Comment

Luis Ventura +19727045475

luisventura11@gmail.com

Fliç alas Get Gus

SP(

Share

47

Like

2 comments

Enç Fra Deı

3 shares

Thomas J. Taber God bless you my friend.

Like · Reply · March 12 at 12:25pm

Priva Ad C Face

7.4 \

Write a reply...

View more comments



Write a comment...

Chat (5)

) James

Home 1

Find Friends

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Luis Ventura

March 28 at 2:26pm · San Diego, CA, United States ·

Follow

Amigos

Les informo que los Paquetes de Negocios para Latinoamérica de Total Life Changes son:

Emprendedor: Te da una comisión de Inicio Rápido de \$100 y 100 puntos comisionables

Empresarial: Te da una comisión de Inicio Rápido de \$250 y 250 comisionables

Élite: \$500 de inicio Rápido y 500 puntos comisionables.

Friends

I inform you that the packages of Latin America, for total life changes are: Entrepreneur: it gives you a quick start commission of \$100 and 100 points commissionable

Business: it gives you a quick start commission of \$ 250 and 250-commissionable

Elite: \$ 500 quick start commissionable and 500 points.

Translated from Spanish · (



Chat (9)

	James Home 1 Find Friends	
	Luis Ventura shared Maria Eugenia Vera Salvatierra's post. March 22 at 1:50pm	FR
	Q es ser distribuidor de Total Life Changes?	
	es comprar los productos que usaras para bajar de peso, para tu familia, hijos, padres, amigos.	
	Los vendes y ganas dinero el 50% de comision en venta Inevitablemente querras armar tu equipo para ganar en conjunto	
	un paquete de 200 (\$255) puntos te paga a ti \$100 y 100 puntos para cobrar	4
	un paquete de 500 (\$625)puntos te paga a ti \$250 y 250 puntos para cobrar	SP
	un paquete de 1000(\$1250) puntos te paga a ti \$500 y 500 puntos para cobrar	
	no hay ciclos o puntos obligados para cobrar, la recompra mensual es de 80 puntos para elegir entre tantos productos	
	Tienes varias lineas de negocio: Bajas de peso, cuidado de piel, revitalizadores sexuales, fajas, aceites esenciales, Cafe y chocolate y TODOS TIENEN GANODERMA y CHAGA	
-	revisa www.elnuevocambio.com	Fe ge
	Q is to be a distributor of total life changes? It's to buy the products that you used to lose weight, for your family, children, parents, friends. You sell them and earn money 50 % of the commission for sale linevitably you assemble your team to win together. A Pack of 200 (\$ 255) points you pays you \$ 100 and 100 points to collect. A Pack of 500 (\$ 625) points you pays you \$ 250 and 250 points to collect. A Pack of 1000 (\$ 1250) points you pays you \$ 500 and 500 points to collect. There's no cycles or points required to qualify for the monthly repurchase is 80 points to choose between so many products. Do you have several lines of business: lose weight, skin care, sexual revitalizing, girdles, essential oils, coffee and chocolate and they all have ganoderma and chaga people Check out www.elnuevocambio.com	En Fra De Priv Ad
	Translated from Spanish ·	
	Maria Eugenia Vera Salvatierra March 22 at 9:37am ·	
	Q es ser distribuidor de Total Life Channa	***************************************

Chat (9)

James Home 20+ Find Friends

Previous · Next



-2:21



Luis Ventura

Este video lo grabamos el 21 de Febrero e las Vegas Nevadas, cuando tuvimos que decidir hacer algo diferente a lo que veníamos haciendo! Disfrútelo

This video I recorded on 21 February and Las Vegas snow, when we had to decide to do something different to what we were doing! Enjoy it

Translated from Spanish ·

Like · Comment · Share · March 15 · Edited

86 people reacted to this.

19 shares 9 comments



Samuel Hernández ¡Grandes entre los grandes!... estamos con ustedes!, los esperamos en México.

Great among the great!... We're with you!, We will be in Mexico.

Automatically Translated

Like · Reply · 2 · March 15 at 3:25pm



Reynaldo Torres Yo estuve en ese momento por qué digo yo por qué tuve el privilegio de a serlo por la razón sensilla que estuve a i con los

Chat (2)

Public

Shared with: 1,793 Views

Embed Video Embed Post

Report video

1 of 3

7. James

Home 20+

Find Friends

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t was at that moment why resay why renauthe privilege to be easier for the reason that I've been to I with the great leaders and I heard we run together this new career tlc would you like to know, like, 224-629-6066

Automatically Translated

Like · Reply · 1 · March 15 at 4:02pm



Juan Antonio Basurto Porque salirse de la empresa que ha creado la mayor cantidad de millonarios en tan poco tiempo?

Because out of the company that has created the largest number of millionaires in so little time?

Automatically Translated

Like Reply 1 March 15 at 6:53pm



Luis Ventura Inbox

Inbox

Automatically Translated

Like · Reply · March 15 at 6:59pm



Write a reply...



Jose Dias Porque salirse de la empresa que ha creado la mayor cantidad de millonarios en tan poco tiempo?

Because out of the company that has created the largest number of millionaires in so little time?

Automatically Translated

Like · Reply · March 15 at 8:33pm



Luis Ventura In box!

Like · Reply · March 15 at 8:42pm



Jose Dias Luis Ventura Porque salirse de la empresa que ha creado la mayor cantidad de millonarios en tan poco tiempo?

Luis Ventura because out of the company that has created the largest number of millionaires in so little time?

Automatically Translated

Like · Reply · March 16 at 8:53am



René Luna In box

Like · Reply · March 17 at 12:16am



Luis Ventura In box

Like · Reply · March 17 at 7:14am



Write a reply...



Alejandro Kiel Martínez Noemí Srb mira

Noemí Srb look

Automatically Translated

Like · Reply · March 15 at 9:27pm



Francesco Scarpa Federico Ongaro

Like Reply 1 March 16 at 1:22am



Chat (2)

7. James

Home 20+

Find Friends

1

number of millionaires in so little time Organo Gold?

Automatically Translated

Like · Reply · March 16 at 9:31am



Luis Ventura Hola Rigoberto in box

Hi rigoberto in box

Automatically Translated

Like · Reply · March 17 at 7:14am



Rigoberto Castro Por inbox no puedo, no se te puede escribir, no se

te puede agregar

Inbox I can't, you can't write, you can't add

Automatically Translated

Like Reply March 17 at 9:11am



Luis Ventura Escríbeme a mi whats app +19723704969

Write me on my whats app + 19723704969

Automatically Translated

Like · Reply · March 17 at 9:40am



Write a reply...



Antonio Hernández Godoy De que trata sr?

That is Mr?

Automatically Translated

Like · Reply · March 17 at 6:24am



Daniel Valdes Tengo entendido que organo gold es la secunda compañía billonaria a nivel mundial que sigue reclutando personas con mira a la prosperidad millonaria, sus razones no las entiendo pero no necesito saberlas tampoco, Dios es un Dios de oportunidades, una temporada termina, pero una nueva comienza, como el invierno y la primavera asi que adelante muvhas bendiciones y alli nos veremos. Dios me los bendiga, Aleluya.

I understand that organo gold is the second company a billionaire at the global level that is still recruiting people to look at the prosperity a millionaire, his reasons I don't understand them but I don't need to know either, God is a God of opportunities, one season ends, but a new beginning, like the winter and spring so go ahead, Sam blessings and there we shall see. God bless me, hallelujah.

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Chat (2)

/ James

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Luis Ventura

March 27 at 10:46pm ·

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Que lastima a lo que hemos llegado!!!

Personas y empresas que en vez de trabajar y construir sus negocio estan amenazando y atemorizando a sus distribuidores inocentes con demandarlos si hacen algo diferente a su multinivel.

Les recomiendo que lean el articulo de La Ley 1700 para que conozcan y defiendan sus derechos. Esta ley rige en la Republica de Colombia. Nota:

Te mantendre informado sobre las Leyes que te defienden en los otros países.

http://wsp.presidencia.gov.co/.../LEY%201700%20DEL%2027%20DE%...

What a shame to what we have come!!!

People and companies that instead of working to build their business and are threatening and terrorizing innocent its distributors with Sue them if they do something different to its multilevel.

I highly recommend you read the article 1700 of the law for you to meet and defend their rights. This act governs in the republic of Colombia. Note:

I will keep you informed about the laws that defend you in the other countries.

http://wsp.presidencia.gov.co

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LEY NO. 1700 2 7 DI

'POR MEDIO DE LA CUAL SE REGLAMENTAN LAS ACTIVIDADES DE COMERCIALIZACIÓN EN RED O MERCADEO MULTINIVEL EN COLOMBIA*

EL CONGRESO DE COLOMBIA

DECRETA:

CAPÍTULO I Objeto y definiciones

Artículo 1º. Objeto. La presente levitiene por objeto requiar el desarrollo y el ejercicio de las actividades de mercadeo denominadas mustinivel incluvendo, entre otros, el mercadeo en red en cualquiera de sus formas, de acuerdo con el articulo siguiente.

Chat (6)





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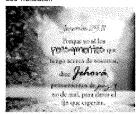
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- 01

Olga Giraldo Me encantaaaaa

Like · Reply · March 23 at 2:26pm

Daniel Valdes No egocéntrico, sólo cristocentricos, amor.



Like · Reply · March 23 at 5:32pm

Roger Gomez Jajaja, me gustó lo del prohibido trael ego !

ee Translation

Like · Reply · 1 · March 23 at 7:39pm



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Luis Ventura Follow - March 15 -Vamos avanzando!! Latino en Estados Unidos



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James

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Luis Ventura at Los Angeles International Airport (LAX).

April 3 at 9:02am · Los Angeles, CA, United States ·

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Heading to Texas!!!!! We continue in the conquest!!! Call us + 19723704969

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Alicia Meza Felicidades vamos con todo linda pareja See Translation

Like · Reply · 1 · April 3 at 9:17am



Oscar Portillo Excelente aquí los esperamos. See Translation

Like · Reply · 1 · April 3 at 9:29am



LaVanya Williams Watkins Hola! Mi amigos See Translation

Like Reply 1 · April 3 at 9:33an

Chat (8)

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON IN AND FOR WHATCOM COUNTY

ORGANO GOLD INT'L, INC., a Washington corporation,

Plaintiff,

v.

NO. 16-2-00384-9

LUIS VENTURA, an individual, LUZ ANGELA VENTURA, and individual; and L&A VENTURA MANAGEMENT, INC., a Texas Corporation.

Defendants.

DECLARATION OF NORM PERRETT

I, Norm Perrett, declare:

- 1. I am over the age of eighteen years, am competent to provide to testify, and make the following statements based upon my personal, first-hand knowledge.
- 2. I am the Senior Vice President of International Operations for the Organo Gold group of companies, which includes the Plaintiff in the above-referenced matter. In such capacity, I have access to the business records of Organo.
- The facts stated in this Declaration are based upon my personal knowledge, and information that I obtained by reviewing records maintained in the ordinary course of Organo's business.

- 4. I reviewed the content and factual allegations in Organo's Complaint filed in this matter, and believe them to be true and correct.
- 5. Organo distributes coffee products and is a multi-level marketing ("MLM") company. Organo contracts with independent sales representatives, referred to as "Distributors," who are granted individual licenses to sell Organo products. Distributors in the United States, subject to specific requirements, are granted a nationwide license to sell Organo products across the entire country; thus, they are not restricted to selling Organo products within the state in which they reside.
- 6. The MLM space in which Organo operates is a highly competitive business environment. Among Organo's most valuable assets is its sales organization the network of Distributors and customers that market and sell Organo's products and services as well as the contact information and the customer data within the sales organization. The formation of these sales networks and maintaining their integrity are crucial to the success of any MLM business. Organo has achieved significant success through this model, and has established a far flung and effective independent distribution system encompassing thousands of Distributors.
- 7. On February 19, 2016, I attended the Organo Project 50K event in Las Vegas, Nevada. The Project 50K event is a training event hosted by Organo and attended by thousands of Organo Distributors. Organo Distributors attend the event to learn how to develop and grow their Organo business. The event is held exclusively for the benefit of Organo Distributors.

- 8. At this event, I was advised by Holton Buggs, Organo EVP of International Sales, that Luis Ventura, one of the Defendants in this matter, was actively soliciting Organo Distributors to leave Organo and join him at TLC.
- 9. The Defendant, Luis Ventura, had since joined Total Life Changes, LLC ("TLC"). TLC is another multi-level marketing company that sells (amongst other things) healthy beverages and Ganoderma-based products, including coffee infused with Ganoderma. TLC is a direct competitor of Organo.
- 10. Mr. Ventura, having attended and participated in similar events as an Organo Distributor in the past, arrived at the Organo event in Las Vegas and began targeting and soliciting numerous Organo Distributors and customers to join TLC, knowing that they would all be in one location at one time. He used his status as an Organo Crown Diamond distributor to approach Organo Distributors at the Organo event in order to recruit/conscript distributors into his new TLC business. In doing so, he presented TLC products and the TLC business opportunity directly to Organo Distributors.
- 11. On February 19, 2016 (the same day), Organo immediately terminated the Defendant, Luis Ventura, as an Organo Distributor for the violations of his contractual obligations to Organo and locked out all the Defendants from any access to the Defendant, Luis Ventura's former on-line Distributor account with Organo.
- 12. On or about February 24, 2016, I contacted John Licari, Chief Operating Officer of TLC, and advised him of Mr. Ventura's post-termination *non-competition* and *non-solicitation* obligations to Organo. I specifically requested that TLC discontinue facilitating Mr. Ventura's wrongful activities and direct Mr. Ventura to cease such conduct.

Mr. Licari denied any involvement in recruitment of Organo's Distributors and refused to reign in Mr. Ventura's solicitation of Organo Distributors.

- 13. Subsequent to the Las Vegas event, I took steps to actively monitor all of Organo's Distributors so as to ascertain how many, if any:
 - a) Were solicited by Luis Ventura and his associates; and,
 - b) Had subsequently terminated or abandoned their Distributorship Agreement with Organo as a consequence of such solicitation.
- 14. Prior to February 19, 2016 (the date of the Project 50K event in Las Vegas), Organo had 11,945 Distributors, of which, 121 were of "High Ranking" Distributors. The "High Ranking" Distributors are responsible for recruiting new Distributors and expanding Organo's sales and sales network. A "High Ranking Distributor" is a distributor who has attained a *leadership rank* in the company by meeting certain sales benchmarks. Leadership ranks are at the Sapphire level or above. High Ranking Distributors are essential to the success of any MLM company, including Organo, because these Distributors and their downline organizations are the lifeblood of the company. High Ranking Distributors often have a significant influence on others within their downline. High Ranking Distributors, and Distributors in general, are responsible for raising Organo's brand awareness, recruitment of other Distributors and clients, and communicating with clients.
- 15. Between February 19, 2016 and March 9, 2016 (when this lawsuit was filed), Organo lost fourteen (14) High Ranking Distributors, and 1,725 total Distributors as a direct result of the actions of Mr. Ventura and those working at his direction.
- 16. Between March 9 and March 11, 2016 (the date the Complaint was served on Luis Ventura's company), Organo lost a another three (03) High Ranking Distributors,

and a cumulative total of 1,983 Distributors as a direct result of the actions of Mr. Ventura and those working at his direction.

- 17. Between March 11 and March 21, 2016, Organo lost another two (02) High Ranking Distributors, bringing the total to 2,478 Distributors lost as a direct result of the actions of Mr. Ventura and those working at his direction.
- 18. Between March 21 and March 24, 2016, Organo has lost a further 64 distributors, four (04) being of Sapphire rank or above.
- 19. In total, between February 19 and March 28, 2016, Organo has lost a total of 2,542 Distributors (roughly ¼ of its Distributor base), of which twenty (26) were of a leadership rank.
- 20. Moreover, given the influence of leaders in their respective downline organizations, it is estimated that a further 7,500 Distributors have been exposed to the solicitations of Mr. Ventura and his group, as recently as this past week, all-of whom potentially may be persuaded to leave Organo in favor of TLC.
- 21. In contrast, during the six months before Luis Ventura's aggressive solicitation of Organo Distributors at the Las Vegas 50K event, Organo had lost a total of three (03) High Ranking Distributors (along with an estimated 120 associated Distributors in their down-lines).
- 22. Based on the communications Organo is receiving from Distributors, it is clear they are leaving Organo because of the solicitation by Mr. Ventura and those working at his direction.
- 23. It has become abundantly clear that Mr. Ventura has continued and will continue to actively solicit Organo Distributors in contravention of his post-termination

5

obligations to Organo, regardless of the commencement of these proceedings against him; and, that his clear intent is to drive Organo into a position of unsustainability whereby he can encourage the remainder of Organo's Distributor base to follow him to TLC.

- 24. I have reviewed video reproductions of Mr. Ventura's presentations/statements hosted/shared on social media platforms such as YouTube and Facebook. These are tools used by Mr. Ventura and those working at his direction, including amongst others, Francisco Vasquez, Ana Cantera, and, Stormy Willington, to wrongfully solicit even more Organo Distributors to join TLC. A transcript of one such video entitled "El Nuevo Cambio Luis Ventura y Francisco Vasquez" is attached hereto as Exhibit A.
- 25. Every day that Mr. Ventura and those working at his direction are permitted to continue to actively solicit Organo Distributors, Organo will continue to sustain significant irreparable harm in the nature of:
 - a) lost Distributors;
 - b) harm to Organo's image and reputation;
 - c) losses of goodwill in the MLM marketplace;
 - d) competitive position in the MLM space;
 - e) irreparable disruption of customer relationships;
 - f) lost sales volume and revenue;
 - g) lost money spent to investigate these tortious acts across numerous jurisdictions; and
 - h) litigation expenses in multiple jurisdictions.

26. It is the strength of Distributor and customer relationships that defines Organo's success in the MLM marketplace, and Mr. Ventura has specifically targeted these

relationships to the detriment of Organo.

27. Mr. Ventura's blatant acts of soliciting Organo's sales organization

demonstrates a complete disregard for the post-termination non-competition and non-

solicitation obligations that Mr. Ventura made to Organo. In his position with TLC, Mr.

Ventura has and continues to raid Organo Distributors for his own benefit and the benefit of

TLC.

28. Absent some immediate relief imposed by this Court, the irreparable damage

caused by Mr. Ventura's actions will continue. Given the existing operating costs of the

company, should Mr. Ventura's actions be permitted to continue un-abated, I project

Organo will effectively no longer be a viable going concern within 12-15 weeks.

I declare under penalty of perjury under the laws of the state of Washington that the

foregoing is true and correct.

DATED this 28 day of March, 2016, at CALLARY, ALBORTA CANADA.

Norm Perrett

SVP International Operations

Organo Gold Group of Companies

Exhibit A

Case 2:16-cv-00487-RAJ Document 11 Filed 04/11/16 Page 34 of 117

Transcribe Me

Transcription details:

Date:

March-11-2016

File name

The new change - Luis Ventura and Francisco Vásquez

<u>Transcription results:</u>

S1 00:09	Hello, how are you, my friends? It is a pleasure to greet you. We have Luis Ventura with us from beautiful Houston, Texas. It is a real pleasure to greet you and today we are super excited, super happy and we want to welcome all of you who are joining us from different cities and countries of the world. Yes, ladies and gentlemen, you heard me well: cause we have different people connecting from different countries of the world. But I also want to be very specific, very clear with each of you who are connecting. This is not a call in which thousands and thousands of people are connecting, it isn't. This is a special call in which each person who invited you, selected you to be part of this first call we are doing.
S1 00:57	Hello, how are you, my friends? It is a pleasure to greet you! We have Luis Ventura with us from beautiful Houston, Texas. It is a real pleasure to greet you
S1 01:05	Ana, it is repeating what I said!
S1 01:07	We are super excited, super happy and we want to welcome all of you
S2 01:09	Your screen is open, brother, you've got to close it.
S1 01:13	Cities and countries of the world. Yes, ladies and gentlemen, you heard me well: cause we have different people connecting from different countries of the world.
\$1 01:19	It is repeating it
S1 01:20	different people from
S2 01:21	You have to keep the link open, close the link from the presentation.
S1 01:27	This is not a call in which thousands and thousands of people are connecting, it isn't. This is a special call in which each
S1 01:33	Excuse me, ladies and gentlemen, I am—Stop for a second. Anita, will you help me?
S2 01:39	Yes. You must close the presentation slide [?]. Ok. Sorry! We had some technical difficulties. We will wait for mister Luis Ventura to connect again. Give us a sec.
	[silence]
S2 02:19	Ok. We will wait, mister Luis will connect shortly. We had some technical problems, right? But we are live, that's what's important. Please keep connecting more and more people, to be able to see this information that we will share today exclusively with you. He's back on.
S1 02:42	Ok, ladies and gentlemen. Apologies for the technical difficulties that we have had just now. [inaudible] Excuse me, folks, we had some issues here. This is the first time we are using Hangouts. But as I was saying, congratulations on having joined and one of the things I was saying is that this call is special. It is not a call in which we invited thousands and thousands of people, no. Simply, we selected a group of people because we want to start with something huge. We have a vision to place fifty thousand people in the next 90 days. And one of the things that I've always liked to do

TranscribeMe1

Transcribe Ma

is to start off strong, start off strong and one of the things I liked about the new project we're starting, for which you have been chosen to start with us, with Mister Francisco Vázquez and myself, and other leaders that I'll introduce right now, are the four "P's" I will talk to you about it.

S1 03:33

Four "P's", which are very important for you to know about. The first "P" is the product we will be commercializing. One of the things I noticed is that when you only have one product you are limited to just one market, and right now we are facing products that people who don't know about marketing, can make money off of it. We have realized that there is either people who can recruit people or people who cannot recruit people. But then, to people who cannot recruit, can generate good income with this new project without having to have a marketing network and that is fantastic.

\$1 04:09

The second "P", which caught my attention a lot, are the people, we will be working with. We've got people who have a professional work ethic. One of the things I've notices is that in this industry, if you are not connected with the right people what will happen is that in its due time you may have nothing left, so the people that we will introduce and connect you with in the next few days, you'll see that these are people who are having an impressive life style.

S1 04:41

Now, the third "P" is the process. In this process we will begin today, you'll see the change of what will take place. It will be incredible! It is a spectacular process that I do not want you to miss. Some people here that among the- who knows- 15-day, 20-day, a month, 60-day processes have had impressive changes. So change is great.

S1 05:07

And the fourth "P" I want to talk to you about is the payment plan. A payment plan [foreign]. What does this mean? Fifty, fifty, and fifty. The truth is I had never before seen a payment plan organized this way, so I want to congratulate you for being here.

Imagine, you and this plan, I won't go into details because what I will do is to introduce you to a person who already has the fruits of his work in his hand. And I want to introduce him to you since now you may be wondering: why did I choose this company or why did I choose these people that I'll introduce, to work with them?

S1 05:39

And to tell you the truth, what's interesting is that you may have the owner of a company who sponsors you, but that person will never go with you to do any kind of work. And now, I want to introduce you to Ana Cantera who I don't only know from another company in which we work together, but I know the professional work ethics she holds, along with her husband, Julio Lama.

S1 06:00

And now that we have decided, Mister Francisco Vázquez and myself, to be a part of this team, along with other people who have practically joined the project as well. Remember that the next 90 days we will have 50 thousand people and you may be the person on the very highest part. And in order to talk about the payment plan and the company we are partnering with, I want to introduce you to my great friend, Anita Cantera, from the Dominican Republic, who will talk a little about what the company is, what is the payment plan, a little bit of her testimony and why we are joining forces in this team.

S1 06:39

Remember! One, it may be powerful; but together, no one can separate you and nobody can hold you down. That is, what we are doing right now is big, huge, huge, huge. So if you want something grand, this is your opportunity and I want to congratulate you since as I said, we haven't just called everybody. Tomorrow we will have another hangout for everyone, but you have a chance of being the first one, so this is something special. Congratulations for having connected! And here is Ana

Transcribe Me

Cantera, who is having an impressive result in just eight months. But I am not the one to share this, but I'd rather have her tell you. Go ahead, Anita.

S3 07:25

Thank you so much! Thank you so much, Luis. It really is an honor, it is a pleasure to work with you, with ethical leaders, with leaders who really worry about people, who work with the team. And it is something admirable from you, Luis and Francisco, that I don't just see you working with the team- as we say- on the floor, on the field, but you train people, you worry about their professional growth and personal within this industry, and that is how we know about the results you've had thus far. Today I feel very happy, very thankful to be able to share this information with all of you. Because eight months ago, almost nine months, we began this great vision, this great project with [foreign]. And from the moment we started, I want you to know that we were in a very difficult situation in our lives, economically and in my case, physically.

S3 08:23

Now, as you know, many of you may have seen me in that other company, and we finished that race unfortunately, not in the best way. But thank God- and I always say that God does not make mistakes and always has the best in store for us- I learned about this opportunity with [foreign]. I met my sponsor, Miss Stormy Wellington, and we will also have her with us sharing this experience. Cause we had worked together in the other company. And I was surprised by her results, surprised about everything she was doing in just six months with this project. When I spoke with her she'd had impressive results. She'd also lost a lot of weight, and I noticed on social networks that she looked super young, super beautiful and besides, she was having great economic income. And well it caught my attention and I wanted to learn more about this project.

S3 09:17

As I said, eight months ago I had a complete life change thanks to this company! I lost just on the first month, over 28 pounds with the product. Imagine that! Total, utter change. We have started working and nowadays we have organizations in over 15 countries. We have over six thousand, seven thousand people in our staff and counting; attracting more leaders as is the case with Luis, who in fact is joining us now to make history in Latin American countries, the United States and anywhere in which we have people willing to change their lives with this project.

S3 09:57

I'm going to talk to you a little bit about what is a business plan and you will be surprised because, us, in [foreign] have a project that's so easy to explain, which I can explain to you even talking to you without any need to screen a Powerpoint presentation necessarily, in spite of using it sometimes. But I want you to know, in general, what is [foreign]. [Foreign] is a company that has 15 years in the market, we're not talking about a new business. It started with a visionary, Mr. Jack Fallon, owner and CEO of the company, and the company in this moment is 5 years old – since 2011 – as a multilevel one, which was where they created the compensation plan that we have nowadays. We can develop businesses in more than 190 countries and we have in Latin America, offices along with management, in 14 countries, between them I can mention: Ecuador, Colombia, Peru, Mexico, Costa Rica, Guatemala, El Salvador, Dominican Republic – which is where I am – Bolivia, Curacao and many more.

S3 11:03

And in this moment, in fact, we are legalizing four to five countries more in which we are going to open within the next 90 days. When I saw this, I was really excited, because I knew that it was an opportunity that we'll be able to expand rapidly within the entire Latin market, unlike other opportunities where only three, four or maybe five countries work. We now have over 15 countries in which we work and potentially more than 20 countries within the next 90 days. Now, what's interesting?, as Luis said,

Transcribe Me

we have an immense product portfolio. We work in different industries, among them we work in the weight loss industry, in which we have a wide variety of products and our start product is the laso [foreign] or the laso tea. This tea is a natural, organic, tea, which contains nine herbs and will help you detoxify your organism in a natural manner without any contraindications and without causing issues to your health. And, in fact, our slogan is: "Lose five pounds within your first five days". Alright? This is what we sell. You can lose up to five pounds during your first five days.

S3 12:17

Then we have other products for weight loss. Other formulas are utterly aggressive, such as the HCG, which many people have heard about, the [foreign] as well. We have the NRG, which is an energy pill.

We have products for sexual endurance, such as [foreign] for women, [foreign] for men, completely natural and helps increasing sexual and intimate performance with your partner for up to three days. Well, yes, you are showing the product there as well.

We also have a line of girdles, a line of essential oils. We have a line of coffee that not only contains ganoderma, but it also has coriceps, that contains chaga and ganoderma. We also carry Latin coffee, black coffee, chocolate, cappuccino and a very special coffee, thin coffee, which will also help you to lose weight through its consumption; thin coffee.

S3 13:16

This coffee that you see that Stormy has there, has carnitine, cambogia, ganoderma, green coffee and other ingredients. Anyway, we have an immense variety of products. Beauty products, personal care products, anti-aging products, we even have mascara. People, we have a little bit of everything in [foreign]. As Luis said, something that I learned in the industry during these five years that I have been working, is that if you have a wide variety of products, you really have to ensure residual income; because whoever doesn't purchase a product, purchases another one, whoever doesn't sell a product, sells another one. And this is the advantage of [foreign], that we have products for everyone.

S3 13:56

So, thanks to this wonderful enterprise, thanks to this wonderful product portfolio, we are also capable to generate an impressive income with our business plan, our compensation plan. This compensation plan encompasses five different bonuses, five different bonuses. And you might ask: "Only five?"

Well, that's more than necessary, because each one of them pays better than the previous one, believe me. These five bonuses are as follows: the first bonus, which is the direct sale bonus. As I said, we have an enormous product portfolio, where the company pays out the 50% of the commissionable volume of each one of these products. I'll give you an example: for example, tea. The treatment of the tea within an entire month in the United States costs 45 dollars. Its volume encompasses 40 points and the company is going to pay you 50% of those 40 points, which is 20 dollars. Just as you heard, 50% of the direct sales, something never seen before in the industry, people! 50% of the direct sale. You don't have to have a big stock, you don't have to get yourself full of products, no, because in [foreign], the company has the stock for you, it gives you the website, the client will purchase it from you and the company pays out 50%. Simply impressive!

S3 15:25

Afterwards we have bonus number two, which is for builders, people that really see this business as enormous. We have bonus number two, which is the bonus of a quick beginning. Within the bonus of a quick beginning, we also generate 50% of the new income of our team. What does this mean? If you sponsor a person, we currently have — listen to this — three promotional packages and you must obtain the highest benefit

Transcribe Me

from them, we have three promotion packages for 90 days, taking advantage of all this growth that we have and we want you to leverage these packages as best a s possible. We have three packages: the 200-point package, the 500-point package and the 1000-point package. Later on, I will talk about these packages.

S3 16:16

If you sponsor a person with the 200-point package, you will automatically get 100 dollars cash. If you sponsor a person with the 500-point package, you will immediately receive 250 dollars cash. And if you sponsor a package with the 1000-point package, you will get 500 dollars cash. This is in Latin America. In the United States, we're still preparing new packages, but we have similar packages to 200, 250, 500, 1200 points, which your leaders, further ahead, will inform you about, in regards of the packages we have in the United States.

S3 17:00

Now, the important thing I want you to understand it is that in this bonus number two, you receive 50% of the package. Fellows, why did I fall in love with this company since the first day I saw it? Because I understood that my people, regardless of their rank, regardless of their network, no matter how many people it has; you can make money on the base, since you start in this business. My experience in the past nine months, eight months, has been that I have many people in my team generating good income, generating impressive revenues by selling our products, working at the beginning of the network, obtaining great results without being great networkers or possessing great knowledge or bringing in large networks; simply because the plan is a fair one, thanks to these two bonuses we have.

S3 17:53

Afterwards, we have bonus number three, which is the binary bonus. We already know a lot about the binary. We know that the binary comes from the word "bi": two teams. We will win from 10% to 25% of the volume we have in our lower leg. This all goes to the binary one, both sales and new packages, as well as reorders, they go directly to the binary one. And from it we earn from 10% to 25% of the volume of our lower leg. Something really impressive! In my case, acting as National Director, I already generate 20% per week of the volume that I have on my team in my lower leg. Can you imagine! Imagine the potential of growth with the business and at the same time being able to grow the percentage of profits in a binary up to 25%. I repeat again and again, something really impressive.

S3 18:54

And then we have bonus number four, which Luis, this is my favorite bonus, I wholeheartedly tell you. I love bonus number four!, because on it people are really motivated to help you earn money. Here, they will be committed to make you earn more and more money. In fact, Luis, please, become a millionaire, I want you to surpass my ranks, to become an ambassador, I don't care; because in here, in the equivalence bonus, the company recognizes your effort to help your team to generate income. You can make up to 50% of the earnings of the binary on a weekly basis, from all the people that you bring to the business, from all your first level. All of these people that you're going to help by introducing this opportunity over to them, really, you are going to -believe me- be the most interested in the fact that they make money and grow within the business, because the company is going to pay you 50% of the binary on a weekly basis. But not only that, you can also earn from a 10% up to 50% on your second level, friends. From all your second level! Which means, the people that your immediate ones sponsored. From 10% up to a 50%. Can you imagine, being able to help 10 people within the next twelve months in order to generate one thousand dollars of binary, that is not a lot; 250, we are talking about 250 dollars per week, 1000 dollars per month. And that you, from those 10 people, which would be a total of 10 thousand dollars in earnings, can generate fifty percent: that would be fifty thousand dollars automatically. Only from that bonus and only for the first level.

Transcribe Me.

Impressive! There is nothing like this out there, people, I know what I'm telling you.

S3 20:47

And then we have the bonus number five, which starts from the moment where you act as National Director. And as National Director, the company will pay you \$1,500 dollars each month for you to do whatever you want with that money: paying your car, your house, buy clothes, go on a trip, help your team; really, whatever you want to do, because it is a bonus that you earn automatically by reaching the position of National Director. So this is the business plan, I can elaborate a lot, but we want to make this call brief. I want to introduce you to a person who has really impacted my life during these last few months, because, as I told them when I joined this company I was devastated financially and emotionally, and this person told me, "Ana, your story is similar to the mine", she ended up the same, in the exact same way. That time, she told me: "I feel uniquely connected to you. You have my support, I will help you, I want to change your life." She traveled from Miami, where she is currently living, to the Dominican Republic, even though I had already started-I had very little time, around two weeks- and she helped me. We even went through several towns, lots of driving hours and I tell you, she was someone who had impressive results. And that gave me a lesson in humility, she gave me a lesson to really understand that this is a different opportunity, where people do take off-like I say sometimes- their cape and help you in the actual battlefield in order to reach your dreams and goals.

S3 22:20

And for me, that's what Mrs. Stormy Wellington has been. She is a person who within her first seven months generated a million dollars in [foreign] in profits, and within 14 months, this has been documented, has generated over two million dollars in this company. But not only that, because you might say, "Oh well, yes, she has earned a lot of money." No, not only that. She has already helped out more than 10 families to this day-more than 10, no, I would say even more- she has helped them generate six-figures in this company. People in the old company where we worked together, had not even reached the first level of leadership in that company and to date, they have generated over half a million dollars. Young people, such as Darrel Drake, of 26 years of age, earned half a million dollars or even more than half a million dollars during his first year. Pam McTray and Nathan McTray, these are the people I'm talking to you about, had never ever been successful in the industry; they now earn over half a million dollars only during their first year as well.

And just like this I can mention many different cases, including mine, which during my first six months, thanks to [foreign], I was able to generate 200 thousand or even more than 200 thousand dollars in commissions, and my life, my friends, changed from tragic to magic. Now, I feel thinner, more beautiful, I'm happier. I am me, because I recovered my identity, because I can be me and thank God I am help many other individuals to generate income thanks to our dear Stormy Wellington, as well. Stormy, [foreign].

\$4 24:05

[foreign] Hi! How are you?

S3 24:09

[laughter] [foreign]

S4 24:11

[foreign]

S3 24:15

I'm very excited to be here tonight.

S4 24:19

[foreign]

S3 24:27

I'm sitting here and I really see a lot of familiar faces, such as Ana's face, Francisco's and Luis', and so many people's faces that are in Francisco's living room, that I also know from my previous experience.

Transcribe Me 6

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Transcribe Mal

S4 24:40	[foreign]
S3 24:46	This has really warmed my heart, because I feel like I'm in a family gathering.
S4 24:54	[foreign]
S3 25:02	Many of you that are connected in this hangout tonight, you are in the same day in the same place where I found myself a few years back.
S4 25:11	[foreign]
S3 25:17	I generated thousands of dollars in revenue, I did a lot for the Company I worked for; I devoted myself to that company.
S4 25:25	[foreign]
S3 25:30	And when things were not going the way we wanted them to, the same company to which I gave my all, well, it failed me.
S4 25:42	[foreign]
S3 25:48	And to be completely honest with you guys, 15 months ago when [foreign] came into my life.
S4 25:55	[foreign]
S3 25:59	I had stopped believing in reserved income or in network marketing in general.
S4 26:06	[foreign]
S3 26:10	When I got the call or a call to join this company 15 months ago.
S4 26:17	[foreign]
S3 26:19	t was financially broke.
S4 26:22	[foreign]
S3 26:26	And I was 98% mentally broke.
S4 26:31	[foreign]
S3 26:34	But the 2% extra that was left
S4 26:37	[foreign]
S3 26:41	Was really there because of my family and because of the people that I know follow me.
S4 26:46	[foreign]
S3 26:49	When I started using the products.
S4 26:52	[foreign]
S3 26:55	I was truly amazed by the results I got.
S4 26:59	[foreign]
\$3 27:03	Because, to begin with, in order to belong to a Company I have to know that the product they have is going to work.
S4 27:09	[foreign]
S3 27:12	I take this tea twice a day.
TranscribeMe7	

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Transcribe Ma!

S4 27:15	[foreign]
S3 27:18	My sister takes this tea twice a day.
S4 27:20	[foreign]
S3 27:27	My best friend, who didn't have a home at that time, her and her husband, and her children, they were sleeping in my home's floor, she drinks this tea.
S4 27:36	[foreign]
S3 27:39	At the beginning, we drank everyone's tea, just waiting for something to happen.
S4 27:45	[foreign]
S3 27:49	And to be quite honest, we didn't believe in anything at the time.
S4 27:54	[foreign]
S3 27:58	My sister, thanks to this tea, lost more than 20 pounds in two weeks and a half.
S4 28:04	[foreign]
S3 28:08	My best friend, Pat McCraig, lost 25 pounds in a month.
S4 28:13	[foreign]
S3 28:15	I lost 10 pounds during my first 10 days.
S4 28:18	[foreign]
S3 28:22	And the slogan: "Lose five pounds in your first five days."
S4 28:25	[foreign]
S3 28:29	Became a reality for me.
S4 28:33	[foreign]
S3 28:37	Something in my heart told me that this was real, I knew it.
S4 28:43	[foreign]
S3 28:46	That we were going to take this chance and that we would restore our family.
S4 28:51	[foreign]
S3 28:55	At that moment, the only thing that I wanted to do was pay my rent and pay my car.
S4 29:01	[foreign]
S3 29:02	That was the only thing I thought about, the only thing I wanted.
S4 29:05	[foreign]
S3 29:08	My friend, as I said, was without a home, was living with me.
S4 29:13	[foreign]
S3 29:15	Her husband and also her three children.
S4 29:17	[foreign]
S3 29:20	I really wanted to help them so they could also get their own house.
S4 29:24	[foreign]

TranscribeMe8

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Transcribe Me

S3 29:28	When I sat down to discuss with the owner of this company, Mr. Jack Fallon.
S4 29:33	[foreign]
S3 29:36	And I saw the compensation plan.
S4 29:38	[foreign]
S3 29:42	I fell in love with all these products that we have.
S4 29:45	[foreign]
S3 29:50	We sat down to launch a Project called "Vision 50 thousand"
S4 29:55	[foreign]
S3 29:58	Where I talked and told Mr. Jack Fallon.
S4 30:01	[foreign]
S3 30:07	That we would bring in 50 thousand people, among distributors and clients, in a 90-day period.
S4 30:16	[foreign]
S3 30:20	We told them that our goal was to help 1000 families to earn six digits with this company.
S4 30:28	[foreign]
S3 30:32	And all we started at the beginning were hangout conferences, like this one.
S4 30:37	[foreign]
S3 30:39	We made conference calls.
S4 30:41	[foreign]
S3 30:43	We hosted house parties.
\$4 30:45	[foreign]
S3 30:47	We used social networks: Facebook, Instagram.
S4 30:51	[foreign]
S3 30:55	I wrote myself in that moment a check to myself amounting to 1.5 million dollars.
S4 31:01	[foreign]
S3 31:07	And each day that 2% of belief that I had left, it started to grow little by little, 4% , 8% until it grew enormously.
S4 31:16	[foreign]
S3 31:19	And to be honest with you, the only reason why it grew
S4 31:24	[foreign]
S3 31:27	Was because I saw normal people obtaining results.
S4 31:31	[foreign]
S3 31:33	There were people losing weight.
S4 31:35	[foreign]
TranscribeMe9	

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Transcribe Me.

S3 31:38	And, really, we do not make any type of income statements.
S4 31:44	[foreign]
S3 31:47	This is probably not much to you.
S4 31:49	[foreign]
S3 31:52	But my sister, who, never in her life had done multilevel marketing.
S4 31:56	[foreign]
S3 32:01	She gets really excited when she know she's not a leader, or she is not doing big stuff, but she's earning a check of 156 dollars per week.
S4 32:11	[foreign]
S3 32:15	Normal people in the industry, people without experience, here they earn money every day.
S4 32:22	[foreign]
S3 32:25	And the stories have become simply impressive, unbelievable.
S4 32:30	[foreign]
S3 32:36	I went from earning five thousand to 150 thousand in only 90 days.
S4 32:43	[foreign]
S3 32:46	I was able to be in the magazine of the company, Momentum magazine.
S4 32:53	[foreign]
S3 32:55	In seven months.
S4 32:57	[foreign]
S3 33:00	I was able to go and pick up my ring of one million dollars.
S4 33:04	[foreign]
S3 33:09	[foreign]
S4 33:10	[foreign]
S3 33:12	Oh! And I started restoring all my—my [foreign]
S4 33:18	[foreign]
S3 33:20	Oh, oh! Cleaning out all of that in those 90 days.
S4 33:23	[foreign]
S3 33:32	And just three weeks ago, many people in my team – including me, Ana, and other people of the team – were walking through the platforms of our convention, receiving checks and very big rings.
\$4 33:46	[foreign]
\$3 33:51	You can earn and generate in this business two million dollars in just a year.
S4 33:58	[foreign]
S3 34:03	In fact, last week I got really excited because it was my best week ever.

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Transcribe Mo!

S4 34:09	[foreign]
S3 34:10	We do not make any type of income statements.
S4 34:13	[foreign]
S3 34:16	The results are not automatic, right? You have to work to get these numbers.
S4 34:23	[foreign]
S3 34:26	But I generated my weekly check just last week and it was over 60 thousand dollars in commissions. Just last week.
S4 34:34	[foreign]
S3 34:38	And I am really going to say this just to wrap up.
S4 34:41	[foreign]
S3 34:46	Seeing Julio and Ana generating a quarter of a million dollars already in less than a year.
S4 34:53	[foreign]
S3 34:57	And seeing the eyes of Francisco, Adriana, Luis, Fernanda
S4 35:03	[foreign]
S3 35:06	Just, even though they were dressing very beautifully on the day we met.
S4 35:11	[foreign]
S3 35:15	When they started talking about the subject in regards of wanting their team to generate, their team to earn, their team to grow.
S4 35:24	[foreign]
S3 35:27	I told Jack before us leaving the corporate office of [foreign].
S4 35:33	[foreign]
S3 35:36	Because its heart is its people, having its team earn.
S4 35:41	[foreign]
S3 35:45	We pay out more than any other company in the world. We pay out 65%.
S4 35:52	[foreign]
S3 35:54	And it's because of that that this company.
S4 35:56	[foreign]
S3 35:59	Is drawing leaders that really want to help out other people.
S4 36:04	[foreign]
S3 36:07	And I'm really excited to let you know today that if you, at any moment, have ever wanted to earn.
S4 36:13	[foreign]
\$3 36:16	If you're tired of being tired.
S4 36:19	[foreign]

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Transcribe 1/0 S3 36:21 Tonight is your chance. S4 36:24 [foreign] S3 36:26 To make history. S4 36:27 [foreign] S3 36:30 There's no doubt in my mind. S4 36:33 [foreign] That Luis and Francisco. S3 36:36 54 36:38 [foreign] S3 36:42 That they will break the record that I have which is 50 thousand people. \$4 36:47 [foreign] I know that if I was able to earn two million dollars during my first year, I will be very S3 36:52 surprised if they don't generate three million in their first year. \$4 37:01 [foreign] S3 37:02 But [laughter]. S4 37:03 [foreign] S3 37:08 It's not only about what they are going to do, it's about what you can do. Because you can join us and create your own story. 54 37:19 [foreign] Tonight is about the people that will be starting, the first ones that will leverage the S3 37:22 opportunity. 54 37:28 [foreign] And I want you to know that you are very special because you have been invited to S3 37:31 this first hangout tonight. \$4 37:38 [foreign] If I was you, I would be, in this exact moment, sending messages out. S3 37:41 S4 37:46 And I would be writing them, telling them: "Get me in the system first, me first!" S3 37:48 [laughter] S4 37:55 [foreign] S3 37:59 Because when you know the compensation plan very well, you will realize why you want to be first. S4 38:07 [foreign] 53 38:11 So, yes, I'm really excited, truly, congratulations and see you at the top.

Do not lose your moment [foreign] Stormy. [foreign]. [inaudible].

S4 38:18

S3 38:19

[foreign]

[claps]

Transcribe Me!

[laughter]

53 38:33

This was the previous week's little check, not last week, the previous one. So [foreign] Stormy [foreign]. Thank you everyone for being online and I want to leave you with a person who is also really, really special. We have had a ton of fun these last few days we've worked together, we're very happy because we're running at a thousand miles per hour and this person has been incredible in regards of the work that has been done this week. In fact, he has in his house a bunch of people opening up information, working, and it's an energy that cannot be compared to any other one out there. We're very happy to have Mr. Francisco Vasquez in this conference [inaudible].

[claps]

\$5 39:32

Of course, for me, it's a big honor to join now this amazing group. I've met Stormy, I've met Anita. And, well, for years I've worked with Mr. Luis Ventura and I've always said that it's such a pleasure to work with him, but today we're starting to rewrite history. To everyone out there who is online today, think about it: six years ago we started a story. Thank God for the company that we have walked through, we've left out mark. I mean, there is no single company where I think that Luis Ventura — I speak for myself — hasn't left a mark. Today, I am making history today with a new company, but the most important thing is being able to impact the lives of many people, because this last company we also had in Mexican pesos, at least 15 millionaires under our corporation; people who earned more than one, from three to six million pesos in a year time only. So, everyone who's not seeing that only remembers how people started arriving afterwards, and the only thing they would say to me was: "Why didn't I meet you at the beginning?, I would've liked to have been signed up when the project really started". They signed up any way, but now you can actually do that.

S5 40:52

Today we're starting a new story, and really, as I said, God makes no mistakes, there is a reason why God brought us here. It took a lot of work to change mentality, to change the company's shirt. Thank God they helped us taking away nothing, but now, here we are really working as a team. It is a pleasure to know that all the emails, all the messages that are arriving to me from people talking about what we're doing. I knew we were a little famous, but not up to that point. I didn't know the avalanche that was expecting us. This is like a snowball effect, so, enroll yourself quickly so you can be one of the first ones, because we are really going to generate a big impact and for all the people that are watching, just in case there is a spy there, I want to let you know too, let him/her be taken over there to another company or any other and say that we, in this company, [foreign], all of us are going with?

S6 41:58

Power!

S5 42:00

May God bless you all.

[claps]

S3 42:05

Thank you! Get in touch with them because you are definitely making history and what is going to happen within the next 90 days will be unbelievable, historic.

S4 42:16

[foreign]

S3 42:20

Tomorrow, listen to this, at this same time, get everyone online. We are going to publicly launch this throughout the entire social networks, through Facebook, through Instagram, through Twitter, through all social network platforms and we're going to

TranscribeMe13

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Transcribe Me.

S4 42:36	[foreign]
S3 42:38	Correct. Stormy says, thanks to her experience, not just texts. Pick up the phone and call all your contacts so they can be a part of this big, big project.
S5 42:49	And I invite you to share all the lines, all of our Facebooks, all of the videos we are going to be launching. Tell your people that just like they send those funny jokes, and those things, to now send the videos that Luis Ventura and myself and all of those involved in [foreign] are going to have.
S3 43:09	That's right!
S1 43:11	That's right, my friends. Congratulations on getting online! Remember that tomorrow we are going to be here again at the same time. Make sure to get your people online, because we are not calling anyone else because we wanted you to be the privileged ones to get online first before calling everyone and make it public. Thousands and thousands and thousands of people are about to arrive and you are about to be the first ones. So, Anita, congratulations. Thank you very much for being with you. Tony [foreign]. Francisco, I just want to tell you that you are an extraordinary person; not only a fantastic friend, but also a person that does not hold back and have the pants right on their place. Congratulations, I love you so much. And see you in the beaches of the world!
S5 44:03	And we're all leaving with?
S6 44:04	Power!
	[claps]
S5 44:10	Remember that we are going to be in Colombia with our amazing leader, Anita. So
S3 44:16	In Colombia, in Ecuador, in New York, in Chicago, in Miami, in California, in Dallas, everywhere. Each and every Latin person in the United States and in Latin American will know this type of power. Welcome everyone! And congratulations in this new phase of your lives. Thank you.
S1 44:37	You're welcome.

EXHIBIT 9

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON IN AND FOR WHATCOM COUNTY

ORGANO GOLD INT'L, INC., a Washington corporation,

Plaintiff,

v.

NO. 16-2-00384-9

LUIS VENTURA, an individual, LUZ ANGELA VENTURA, and individual; and L&A VENTURA MANAGEMENT, INC., a Texas Corporation.

Defendants.

DECLARATION OF JOSELIN HIP ZELAYA

I, Joselin Hip Zelaya, declare:

- 1. I am over the age of eighteen years, am competent to provide to testify, and make the following statements based upon my personal, first-hand knowledge.
- 2. I am the Senior Manager of Distributor Compliance at Organo Gold Headquarters in British Columbia, Canada, (the "Distributor Compliance Department").
- 3. The Distributor Compliance Department is responsible for overseeing the compliance of all Distributors' actions with their respective contractual obligations under Organo's *Policies and Procedures*, which are applicable to all Distributors globally within the Organo Gold group of companies, which includes the Plaintiff, Organo Gold

Int'l, Inc. ("Organo"). A true and correct copy of the *Policies and Procedures* is attached hereto as Exhibit C.

- 4. On or about February 18, 2016, during a phone conversation with Rodolfo Rodriguez (a disgruntled Organo Blue-diamond Distributor), I received information that Mr. Luis Ventura was using the Project 50K event in Las Vegas to meet with the members of his downline organization so as to actively recruit them into his new MLM organization, Total Life Changes, LLC ("TLC").
- 5. I immediately had cause for concern which was confirmed the next day by senior Organo executives attending the event in Las Vegas who also had become aware of Mr. Ventura's actions, which were in clear violation of the Organo *Policies and Procedures*.
- 6. On February 19, 2016, Organo decided to immediately terminate Mr. Ventura as an Organo Distributor. Accordingly, on February 19, 2016, I sent written notice to Mr. Ventura via electronic mail advising that his Distributorship Agreement was terminated for cause and demanding that he immediately refrain from any and all actions encouraging other Distributors to disavow or otherwise violate their contractual obligations to Organo.
- 7. That same day, a hard copy of this notice was subsequently mailed by UPS to Mr. Ventura, and all access to his on-line account with Organo was frozen.
- 8. Thereafter, almost immediately, I began receiving phone calls, emails and other messages, from Distributors, both from those in attendance in Las Vegas and others elsewhere, advising of either having been solicited directly by Mr. Ventura and his

"team", or, of having lost part of their downline to Mr. Ventura and those working at his direction.

- 9. In total, between February 19, 2016 and March 06, 2016, I logged 53 phone calls, 24 email reports, and 56 other electronic communications (collectively, the "Complaints") including supporting evidence such as video and audio conversations from Distributors concerning the wrongful actions of Mr. Ventura. An itemization of email reports and other electronic communications are included in the attached <u>Exhibits</u> <u>A</u> and <u>B</u> (respectively).
- 10. As a consequence of this, the Distributor Compliance Department determined that a total of 2,478 Distributors were potentially compromised by Mr. Ventura and his cohorts, each individually having been openly encouraged to actively conscript further Organo Distributors to leave Organo in favour of TLC.
- 11. Having received the various Complaints (both in English and Spanish), and, having reviewed the various webinars, audio recordings, written correspondence and other electronic communications associated with these numerous Complaints, I can state unequivocally, that the intention of Mr. Ventura was and is to conscript as many Organo Distributors as possible, to have them leave Organo and join under him in TLC.
- 12. Despite the measures undertaken by the Distributor Compliance Department and Organo to date, I continue to receive similar complaints, notices, and other indications, that Distributors have either been solicited by Mr. Ventura or have decided to follow Mr. Ventura to TLC, taking with them in most cases their entire downline teams.

- 13. Since Mr. Ventura's company was served with this lawsuit on March 11, 2016, Mr. Ventura has continued to publically denounce Organo, openly calling the lawsuit frivolous, and, has continued to solicit Organo Distributors, encouraging them to break their contractual ties with Organo, and to actively conscript others to do the same.
- 14. For example, ten days ago (March 17th, 2016), I received confirmation that Jose Luna, a Diamond rank Distributor had also decided to leave Organo, encouraging his entire downline (a further 1502 Distributors) to join with him and Mr. Ventura at TLC.
- 15. Then last Friday (March 25th, 2016), I received news that 51 more distributers had left, including four (04) more leaders; one of whom, Johanna Morales, had access to a downline of over 5,100 Distributors.
- 16. While I am still monitoring how many of these additional 6,600 or so downline Distributors actually break their ties to Organo (or go "in-active"), I can confirm that all 6,600 would be subject to the influence of these leaders, and thus most definitely will be or would have already been exposed to the solicitations of Mr. Ventura and his counterparts.
- 17. Therefore, while the total number of Distributors confirmed to have left Organo because of the actions of Mr. Luis Ventura is currently at 2,542, the potential for this number to grow exponentially over the next few weeks is very, very real.
- 18. Despite this pending legal proceeding and the actions of Organo to mitigate Mr. Ventura's wrongful conduct and to deter others from violating their respective Distributor agreements, Mr. Ventura remains intent on actively conscripting Organo Distributors, by either contacting them directly (utilizing information privy only

to active/existing Organo Distributors) or indirectly (by encouraging high ranking Distributors to do the conscription for him).

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 30th day of March, 2016, at Vancouver, British Columbia, Canada

Joselin Hip Zelaya Playa

Exhibit A

EXHIBIT "A" E-mail reports received by Joselin Hip

	Name of Distributor:	Date of Report:	Nature of Report:
1.	Sandra Marcela Hernandez	March 16, 2016	Distributor requesting to be allowed to switch organizations as her upline organization is inactive and upline diamond (Luis Ventura) has left OG.
2.	Wendy Delgado	March 16, 2016	Distributor reporting her displeasure with the company and suggests the same reasons may be why Luis Ventura left OG.
3.	Sandra Peguero	March 1, 2016	Distributor informing us of her concern that her upline diamond Luis Ventura has left OG.
4.	Ivan Carbajal	February 26, 2016	Distributor reporting that Luis Ventura is cross-recruiting distributors from his organization to TLC.
5.	Edgardo Zagaceta Calle	February 21, 2016	Distributor reporting that Luis Ventura is cross-recruiting distributors from his organization to TLC.
6.	Ivan Carbajal	March 7, 2016	Distributor reporting that Francisco Vazquez is cross-recruiting distributors from his organization to TLC
7.	Roland Martinez	March 11, 2016	Distributor reporting that Claudia Caballero is cross-recruiting distributors from his organization to TLC
8.	James Johnson	February 23, 2016	Distributor informing us that his ex-wife, the coapplicant of the account, has joined TLC
9.	Ronald Ramos	February 29, 2016	Distributor reporting that Max Miller Beckman Acosta, José Gabriel Adum have left to TLC an are cross-recruiting OG Distributors.
10	Elgie Young	January 29, 2016	Distributor reporting possible cross-recruiting by Willie "Trey" Edwards to TLC.
11	Domingo Herrera	February 25,2016	Domingo reports that he has been personally invited by Luis Ventura to attend the teleconference where he is presenting TLC.

12	Sandra Paguero	March 1,2016	Distributor reporting that Luis Ventura has been aggressively soliciting the Long Island team.
13	Dora Barajas	March 8,2016	"I am being extremely affected by Mr Luis Ventura's actions after leaving Organo because of his determination to take all my downline from Blue Diamond, Emerald, Ruby and Safire. At the same time being that I host
			weekly opportunity meetings with various groups I just realized that most of them have been contacted by Him, his girlfriend or his new business partners. It seems he has been gathering information and building a list for a long time. "
14	Yensi Talavera	March 19,2016	Submitted a Cross-recruiting report format. A member of her downline submitted a confidential report stating that he has been solicited.
15	Yensi Talavera	March 19,2016	Submitted a Cross-recruiting report format. Another member of her downline submitted a confidential report stating that he has been solicited.
16	Diego Cajigal	March 22,2016	Prepared a list of all of the distributors that have been cross-recruited to TLC.
17	Ivan Tapia	March 26,2016	Reporting that his personally sponsored distributor has now joined Luis Ventura.
18	Sandra Paguero	March 21,2016	Reporting a list of 18 distributors that have now joined Luis Ventura
19	Yensi Talavera	Feb. 25,2016	Sending a Hangout recording that has been uploaded to Youtube. Formal announcement that

			Luis is joining TLC.
20	John Sachtouras (2 emails)	Feb 26,2016	Report that Luis Ventura is announcing his training sessions with the name of an event already announced by John Sachtouras. This situation has caused confusion and several OG distributors are under the impression that it is the same OG-related event.
21	Edwin Haynes	March 2,2016	Claudia Caballero was attempting to rejoin OG. Edwin Haynes is reporting that she is going back to TLC to continue cross-recruiting efforts.
22	Domingo Herrera	March 17,2016	Reporting Luis Ventura's continued cross-recruiting efforts.
23	Domingo Herrera	Feb. 26,2016	Attaching screenshot of Whatsapp message. Luis Ventura has invited one of his downline members to join TLC.
24	Ivan Tapia (2 emails)	Feb 25,2016	Submitting report that "Luis Ventura and Francisco Vasquez threatened him and verbally assaulted him." Also provided copy of the recording of the incident at the lobby of the Venetian hotel in Las Vegas.

Exhibit B

EXHIBIT "B"

Other electronic reports received by Joselin Hip

	Name of Distributor:	Date of Report:	Nature of Report:
	John Sachtouras	Feb 25,2015	16 images of social media posts- Francisco Vasquez and Luis Ventura
2.	John Sachtouras	Feb 25,2016	Video of Francisco Vasquez having a confrontation with an Oddistributor
3.	John Sachtouras	Feb. 25,2016	Screenshot of phone message from Luis Ventura – invitation to a well conference
4.	Paola Ronderos	Feb. 25,2016	Screenshot of WhatsApp message from Luis Ventura – invitation to web conference
5.	Paola Ronderos	Feb. 25,2016	Screenshot of email received by Paola Ronderos. Luis Ventura inviting OG distributors to an event that he names exactly the same as an event that was being conducted by John Sachtouras
6.	Gabriela Rodriguez	Feb. 25,2016	Screenshot of phone log- Luis Ventura attempting to contact her
7.	Gabriela Rodriguez	Feb. 25,2016	Screenshot of WhatsApp message from Luis Ventura – invitation to web conference
8.	Gabriela Rodriguez	Feb. 25,2016	Audio note recording - segment of the webinar hosted by Luis Ventura with Stormy Wellington
9.	Rommel Morocho	Feb 26,2016	Message from Rommel Morocho stating that he received a message from Luis Ventura inviting him to his teleconference.
10	Gloria Morocho	Feb 26,2016	Message from Gloria Morocho stating that she received a message

			from Luis Ventura inviting her to his teleconference.
11	John Sachtouras	Feb. 26,2016	Image of social media post- Francisco Vasquez and Luis Ventura
12	Victor Aponte	Feb. 26,2016	Screenshot of Whatsapp conversation. – Victor Aponte confirms that Luis Ventura contacted him
13	Victor Aponte	Feb. 26,2016	4 audio files where Victor Aponte summarizes his call with Luis Ventura. Luis Ventura is discussing the new opportunity.
14	Erika Rojas	Feb 26,2016	Summary of her conversation with Luis Ventura. Luis Ventura is discussing the new opportunity.
15	John Sachtouras	Feb 27,2016	4 images of social media post- Juan Wiedmann and Johanna Rivadeneira stating they will follow their leader Luis Ventura
16	John Sachtouras	Feb 27,2016	9 images of social media post- Francisco Vasquez and Luis Ventura
17	Yensi Talavera	Feb 27,2016	Copy of messages sent to her by Luis Ventura
18	John Sachtouras	Feb 27,2016	5 images of social media post- Francisco Vasquez and Luis Ventura
19.	John Sachtouras	Feb 27,2016	Report that Natalia Tous was contacted by Luis Ventura.
20	Natalia Tous	Feb 28,2016	Screenshots of whatsapp conversation where Luis Ventura contacts Natalia Tous. Inviting her to contact him if she is targeting an opportunity with certain income brackets (10,000 USD a month)

21	Carlos Carley	Feb 28,2016	Audio file. He summarizes the call he received from Francisco Vasquez. He says Francisco is acting on behalf of Luis and other distributors that left to TLC.
22	John Sachtouras	March 1,2016	Image of social media post- Francisco Vasquez and Ana Cantera.
23	Paola Ronderos	March 1,2016	Screenshot of message where Brenda Sic resigns to OG
24	Paola Ronderos	March 1,2016	Screenshot of message sent by Fernanda Vera promoting Luis Ventura and inviting people to contact her.
25	Fernando Rodriguez	March 1,2016	Message where he is reporting that Jose Luna is contacting OG distributors in Long Island. Inviting them to start the business with Luis Ventura.
26	John Sachtouras	March 1,2016	John Sactouras arrives to Bogota. Distributors are informing him that Luis Ventura and Francisco Vasquez claim that OG "will go down in Colombia in the next 90 days".
27	John Sachtouras	March 3,2016	Screenshot of confrontational messages that Luis Ventura is sending to John Sachtouras.
28	John Sachtouras	March 3,2016	Image of social media post- Johanna Rivadeneira promoting Luis Ventura
29	John Sachtouras	March 4,2016	Screenshot of confrontational message that Luis Ventura sentto John Sachtouras.
30	Gilberto Perez	March 4,2016	Report that his uplines are soliciting his active team in Chicago. His uplines are encouraging his organization to join Luis Ventura and Francisco

			Vasquez.
31	John Sachtouras	March 6,2016	17 historical messages showing Luis's past behavior. According to John he was showing lack of commitment to OG during at least the last 12 months.
32	Carlos Carley	March 6,2016	Screenshot of messages sent by Juan Manuel Wiedmann. He was circulating information that he claimed he received from the Customer Service Manager in Colombia. He was making an unofficial/unauthorized announcement that the price of the OG packs had increased.
33	John Sachtouras	March 7,2016	6 images of social media posts- Luis Ventura
34	Hilda Degrandes	March 8,2016	Screenshot of text message she received from Luis Ventura inviting her to a teleconference
35	John Sachtouras	March 8,2016	Recording of message that Luis Ventura is sending to John Sachtouras. Luis is saying that he has recordings of John Sachtouras and he will upload them on social media unless he stops contacting people and asking them to submit evidence to Compliance.
36	Odile Perez	March 10,2016	Audio file-recording of Julio Marmolejos inviting her to TLC.
37	John Sachtouras	March 10,2016	Social Media posts of OG leaders now promoting Luis Ventura and TLC
38	Esther Hernandez	March 12,2016	Report of the distraction and impact on Maryland.
39.	Paola Ronderos	March 15,2016	Report that Luis Ventura and his associates are calling the OG team inviting members to attend a meeting in Maryland.

40	Paola Ronderos	March 15,2016	Video clip of a meeting that Luis Ventura is hosting. She recognizes her former downline members from New York. They all left to join Luis.
41	John Sachtouras	March 16,2016	Social media post where an OG leader announces that he joins Luis Ventura.
42	Douglas Marquez	March 16,2016	Report that Luis Ventura has been soliciting members of the Long Island team.
43	John Sachtouras	March 17,2016	Audio file- Luis Ventura discredits the lawsuit. Says that it is not signed by Bernie, Shane or Holton. States that OG is shitting on itself because of the fear of all the distributors it is losing.
44	Rafael Cabrera	March 18,1016	Screenshot of incoming call from Francisco Vasquez. Rafael provides summary of how Francisco was inviting him to join him in TLC under Luis Ventura.
45	Rafael Cabrera	March 18,2016	Audio recording of Francisco Vasquez asking what was Rafael's feedback.
46	Gabriela Rodriguez	March 18,2016	Screenshot of phone log showing missed calls from Luis Ventura
47.	Gabriela Rodriguez	March 18,2016	Audio recording of voice message that Luis Ventura left her- he asks for a call back.
48	Domingo Herrera	March 20,2016	Short video showing the distributors (Jose Luna) that are now working with Julio Lama
49	Diego Cajigal	March 23,2016	Audio note where he is reporting the situation in Colombia, Peru, Ecuador.
50	Diego Cajigal	March 23,2016	List of 24 distributors that have left with Luis Ventura to TLC

51	Johns Sachtouras	March 25,2016	Screenshot of the page http://www.elnuevocambio.com/ featuring the OG diamond Johanna Morales
52	Paola Ronderos	March 25,2016	7 Screenshots of invitation sent by Johanna Morales to visit the page elnuevocambio.com Asks Paola to discuss this opportunity (TLC)with her husband.
53	Adriana Wilson	March 25,2016	Screenshot of invitation sent by Johanna Morales to visit the page elnuevocambio.com
54	Ivan Tapia	March 27,2016	Screenshot of social Media post featuring Johanna and an announcement that she has joined TLC
55	Domingo Herrera	March 27,2016	Screenshot of the page http://www.elnuevocambio.com/ featuring the OG diamond Johanna Morales
56	John Sachtouras	March 28,2016	Screenshot of social media post where Ramiro Vasquez is promoting TLC, Francisco Vasquez, and Luis Ventura. John reports 2 more leaders that have joined TLC.

Exhibit C



Policies & Procedures USA- English 2011

Organo Gold Distributor Policies & Procedures - USA - English

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I. INTRODUCTION

Welcome to the world of Organo Gold.

Congratulations on taking the first step in a journey that could very well change your life. Though simple, the road ahead will not necessarily be an easy one. Your success as an Organo Gold Distributor will be directly related to the quality of your relationship with your customers, sponsored Distributors and Organo Gold (hereinafter the Company). A clear statement of our Policy & Procedures (P&P) promotes harmony in these vital relationships and ensures that equality of opportunity and fairness is available to everyone who comes to the table.

As an Independent Distributor, you agree to follow the spirit as well as the letter of the P&P. You will find that adhering to the P&P will assist you in providing quality and genuine service, which in turn will lead to greater success and rewards.

The Company's P&P constitutes part of the Independent Distributor Application and Agreement and they, when accepted by the Company, together with the Organo Gold Compensation Plan and any other document incorporated by reference, form the Agreement between the Independent Distributor and the Company. The purpose of the Agreement is to authorize an individual to be an Independent Distributor of the Company and set forth the respective duties, responsibilities and obligations of all parties. You confirm this agreement each and every time you receive Organo Gold bonus/commission payments or place a wholesale order. It is with great anticipation of your success that we present you this P&P and urge you to follow it closely and completely.

II. CODE OF CONDUCT

First and foremost, Organo Gold is built on a foundation of integrity, edification and trust. Whether dealing with your customers, fellow Distributors or the Company, you should always give and expect to receive all of the above. All activities will be measured against the P&P. When combined with common sense and camaraderie, a powerful synergy will develop. Anything that detracts from this should be dealt with immediately, first through your upline organization, then to the Company if necessary. Destruction of this foundation will not be tolerated.

Application to become an Independent Distributor of the Company requires that the applicant agree to conduct business according to the following Code of Conduct. This code ensures high standards of integrity and professionalism throughout the Company's network of Independent Distributors and protects the Company's overall business image.

III. COMPANY OBLIGATIONS

Distributors have a right to expect the Company to operate in accordance with the laws and practices that govern business in general as well as the network marketing industry in particular. The fiduciary relationship of trust between Distributors and the Company is fragile and the Company, as the primary steward of that relationship, has an obligation to be fair and equitable to all.

A) The Company will:

- 1) Conduct itself in an ethical and professional manner;
- 2) Process orders and ship products in a timely fashion;
- 3) Provide Distributors with the organization and volume information required to manage business activities;
- 4) Compensate Distributors in accordance with the approved compensation plan;
- 5) Comply with all laws governing the sale and distribution of products and the compensation of participants;
- 6) Administer its policy fairly, without prejudice or favor, to protect the interest of all Distributors:
- 7) Provide liability insurance on its products when used in accordance with the instructions on the label and marketed in accordance with the approved marketing plan.

B) The Company will not:

- 1) Guarantee success;
- 2) Provide any commissions/bonuses for the recruitment of others;
- 3) Tolerate Distributors pressuring prospects or downline into purchasing large quantities of inventory;
- 4) Allow misleading product claims to be made in any form;
- 5) Tolerate Distributors "stocking-up" on products merely to obtain commissions/bonuses;
- 6) Advise Distributors on meeting compensation qualifications;
- 7) Terminate Distributors without due process;
- 8) Represent that there is any substitute for hard work.

IV. DISTRIBUTOR OBLIGATIONS

- A) Distributors will:
 - 1) Conduct their business in an ethical and professional manner;
 - 2) Make it clear that success in the Company's compensation program is based on retail sales rather than recruiting;
 - 3) Represent the compensation plan only as specified by the Company;
 - 4) Comply with applicable consumer protection laws and regulations;
 - 5) Provide bona fide training, motivation and support to Distributors in their organization.
- B) Distributors will not:
 - 1) Engage in deceptive, unlawful, or unethical business or recruiting practices (including cross sponsoring or recruiting);
 - 2) Engage in high pressure selling or recruiting practices;
 - 3) Make misleading sales claims or guarantees concerning the Company or its products;
 - 4) Sponsor or enroll minors or persons who are not capable of making an informed decision;
 - 5) Conduct business activities in countries other than those approved by the Company;
 - 6) Disparage, demean, or make negative remarks about the Company, its Distributors, products, Compensation Plan, officers, directors, or employees;
 - 7) Seek in any way to violate or circumvent Company policy, whether in spirit or deed.

V. DEFINITIONS

All Independent Distributors will better understand Company policy by understanding the basic terms commonly used in Company literature, the P&P and/or public presentations.

- a) **Active:** A Distributor is considered active when they generate 50 PV in personal product business volume in the current or previous calendar month.
- b) **AutoShip:** A predetermined order processed systematically, on a periodic basis, using a pre-approved payment method on file with the Company. In some countries, an AutoShip order is not required to be eligible to participate in the Organo Gold Compensation Plan.
- c) Commission Period: The time frame used to calculate commissions, both weekly and monthly.

- 1) Weekly Commission Period defined as Monday @ 12:00 a.m. (midnight) to Sunday @ 11:59:59 p.m., United States Pacific Time, taking into account Daylight Savings Time. Therefore, the deadline for weekly commissions may vary by an hour in areas not observing Daylight Savings Time.
- 2) Monthly Commission Period defined by calendar month from midnight of the first (1st) through 11:59:59 p.m. of the last day of the month, **United States Pacific Time, taking into account Daylight Savings Time**. Therefore, the deadline for monthly commissions may vary by an hour in areas not observing Daylight Savings Time. Notice of a time change will be given in the Distributors' back office, as well as in corporate communication.
- d) Commissionable Volume (CV): The assigned point value of each sold product upon which commissions are paid. Sales aids have no CV.
- e) **Compression:** For commission calculation purposes only. If a Distributor fails to qualify for non-Dual Team commissions by failing to meet the Personal Volume (PV) or Personal Group Volume (PGV) threshold published in the Organo Gold Compensation Plan, any Point Value (PV) generated by the Distributor will be compressed up (or added to the PV of his Placement Sponsor) for that monthly commission period only. Compression takes place on a monthly basis after rank qualifications have been determined.
- f) DBA: All Distributors that desire to participate in the Organo Gold Compensation Plan must register by completing "Independent Distributor Application Form" as an individual. After the original Application is accepted by the Company, if the Distributor wishes to operate their Distributor Status as a business entity, whether sole proprietor, partnership, corporation, or other form, they must complete a "Distributor Doing Business Under Another Name" (DBA) Form and submit it with requisite documentation to Organo Gold for approval. Organo Gold reserves the right to levy a \$100.00 fee, including penalties and administrative fees, to any Distributor who attempts to register a fictitious entity that is not a bona fide and legal entity meeting United States Internal Revenue Service regulations.
- g) **Downline:** The organization of a Distributor, including those who are directly or indirectly sponsored by the Distributor and continuing down the lines of sponsorship through infinite levels and legs.
- h) Frontline: Any first level Distributor, whether directly or indirectly sponsored.
- i) Household: Spouses/Significant others and dependents residing at the same address.
- j) Identification: A unique number assigned to Distributors and used for tracking sales and purchases and enrolling other Distributors into the organization. In the case of Retail Customers, the number is used to track their personal consumption purchases. Distributors and Retail Customers must refer to this number in all their correspondence and dealings with the Company.
- k) Leg: A single line of sponsorship starting with a Distributor, through their frontline and continuing down through infinite levels.
- I) Business Report/Sales Recap Statement: The accounting report provided by the Company which tracks Downline sales activities. This information is available on the Distributor's back office at www.organogold.com.
- m) Paid Rank: The actual pay-rank a Distributor qualifies for in the Organo Gold Compensation Plan during a given commission period. This may or may not equal the pin (recognition) rank of the Distributor (see below)
- n) Pin Rank: For recognition purposes, the highest rank a Distributor ever achieves.
- o) Personal Qualification Volume (PQV): The value associated with a product for rank advancement and qualification purposes only. This value is universal and not currency-dependent.
 - 1) **Personal Volume (PV):** The PV generated directly by a given Distributor, including sales to Retail or personal customers.

- 2) **Personal Group Volume (PGV)**: The aggregate PV of a Distributor and that of his/her entire downline organization.
- p) Orphan: An applicant without a Sponsor.
- q) Qualified/Eligible: When a Distributor meets the weekly or monthly sales volume and organizational activity required to generate commissions/bonuses.
- r) **Distributor:** A person or legal entity currently authorized to purchase products at wholesale prices, resell the products, sponsor other Distributors into the organization to do the same, and participate in the Organo Gold Compensation Plan.
- s) **Retail Customer:** Consumers who purchase product for personal use on an occasional or regular basis, and do not participate in the Compensation Plan. Retail Customer orders are processed at the Suggested Retail Price and fulfilled directly by Organo Gold. All Retail Customer Orders, including AutoShip orders, contribute to the PV of the Distributor through whom the orders are placed. Retail Customers are not authorized to resell the product.
- t) **Personal Customer:** Consumers who purchase product for personal use on an occasional or regular basis directly from a Distributor, but do not participate in the Compensation Plan. Personal Customer orders are shipped or delivered directly by the Distributor, who also handles all returns. Personal Customers are not authorized to resell the product.
- u) Sponsor: A Distributor who personally enrolls another individual as a Distributor.
- v) **Placement:** The Distributor directly under whom another Distributor is placed within the Dual-team organization. OR The position of a Distributor within the dual-team organizational tree.
- w) **Upline:** The line of Sponsors that links a Distributor to the Company and who, subject to qualifying sales, may earn commissions on that Distributor's sales activities. Upline is based on Sponsorship or Placement.
- x) 70% Rule: Rule stating that, by ordering products, a Distributor certifies that over 70% of previously purchased products have been personally consumed or sold before further products can be ordered. Under this rule, any products certified as sold are not eligible for repurchase.

VI. DISTRIBUTOR STATUS

Distributor Status does not constitute the sale of a franchise or distributorship. The only purchase requirement to become a Distributor is that of a Business Kit, which includes the necessary information for conducting business in an efficient and ethical manner. A person will initially begin their distributorship status under individual status. If a Distributor desires and meets the requirements, the Company may authorize the addition of the Distributor's business entity name and tax identification information to the distributorship. A Distributor may only have interest in one distributor status, whether as an individual or an entity.

A) INDEPENDENT STATUS:

- 1) Distributors are independent contractors.
- 2) A Distributor's decision to enter into this Agreement does not create, nor may the Distributor claim that they are, in any way, shape or form, parties to an employer/employee, agency, partnership, franchise, or joint venture relationship between the Company and the Distributor.
- 3) Distributors must abide by all laws, rules and regulations pertaining to the acquisition, receipt, holding, selling, distribution and advertising of Company products and income opportunity.
- 4) Distributors are solely responsible for declaration and payment of any taxes or fees associated with their independent Organo Gold business.

- 5) Distributors are solely responsible for supplying any equipment and tools necessary for operating their Organo Gold business, such as telephone, transportation, professional services, office equipment, office supplies, and general liability insurance.
- 6) Distributors are solely responsible for providing their own place of business and determine their own work hours.

B) APPLICATION REQUIREMENTS:

- 1) Applicants must be at least 18 years old and authorized to work in their state of residence.
- 2) Applicants agree to abide by the official Company P&P and warrant that they understand the compensation requirements specified in the Organo Gold Compensation Plan.
- 3) An applicant that completes an application to become a Distributor with the Company agrees to receive electronic emails.
- 4) The Company is required by U.S. Federal law to ask an applicant for a personal tax identification number for income reporting purposes. Under its right of contract, the Company declines to grant a Distributor position to any unnumbered person or any person unwilling to provide a tax identification number (or Social Security Number) on the Application. It is the sole responsibility of the applicant/Distributor to ensure that they are functioning within the scope of their presence in the United States.
- 5) The Company reserves the right to reject an application or immediately terminate any existing contract if it is determined that the tax identification number provided during enrollment is incorrect or invalid.
- 6) By reference, the terms on the Distributor Application and Agreement are incorporated herein and form part of this P&P.

C) APPLICATION PROCESSING:

- 1) The Company reserves the right to accept or reject any applicant and is under no obligation to offer any reason for rejection.
- 2) The Sponsor and the applicant are solely responsible for the completion of the Independent Organo Gold Distributor Application and Agreement. The Company will reject incomplete or faulty applications, and is under no obligation to notify neither the applicant nor Sponsor of a rejection.
- 3) If an Application is submitted by fax or through the Internet via an official Organo Gold Website, Replicating Website or Distributor Back Office, an original Application does not have to be submitted, unless requested by the Company.
- 4) Temporary telephone applications may be allowed at the discretion of the company. To finalize a phone registration, a faxed or mailed Application must be received by the Company within 7 days. Otherwise, the account will be automatically cancelled. At its discretion, the Company may elect to transfer the account to Retail Customer status.

D) FALSIFIED REGISTRATION:

1) Submitting an Independent Organo Gold Application & Agreement on behalf of an individual without that individual's permission and bona fide signature is illegal and strictly prohibited, as is submitting or encouraging someone to submit false or invalid information on an Application & Agreement. A person who submits false information on their Application & Agreement, or encourages someone to do so, will have his or her account terminated and will lose all rights to his or her Distributor status. Criminal and/or civil legal consequences may result.

E) IDENTIFICATION NUMBERS:

1) A unique Distributor Identification Number (ID) will be automatically issued upon enrollment and is to be used for enrolling other Distributors and ordering products.

- 2) Retail Customers will have a separate and distinguishable identification number to use when ordering products.
- 3) Distributor and Customer ID numbers must be referenced in all correspondence with the Company.

F) DOING BUSINESS AS AN ENTITY (DBA):

- 1) A Distributor may only establish his or her distributorship under his or her name and personal tax identification number.
- 2) If a Distributor desires and meets the requirements, the Company may authorize the addition of the Distributor's business entity name and tax identification information to the original distributorship, upon submission of a DBA Form simultaneous with or subsequent to the submission of the Independent Distributor Application & Agreement.
- 3) All DBA documents must be done within the same country of registration.
- 4) The Company reserves the right to suspend, without prior notification, any accounts that do not follow the proper DBA protocol, pending receipt of the proper documentation.
- 5) By reference, the terms on the DBA Form are incorporated herein and form part of this P&P.

G) MULTIPLE DISTRIBUTOR ENTITIES:

- 1) An individual may be part of only one Distributor Entity, whether under his or her name or a business name.
- 2) A household (married or common-law spouses or other dependents residing at the same address) cannot maintain separate distributorships.
- 3) Individual rent-paying tenants, roommates, independent adult family members (i.e. not considered a dependent for income tax purposes, spouses excluded) are not considered part of the Distributor's household and may be enrolled as separate Distributors, but must be personally enrolled by the original Distributor residing at that address.
- 4) If multiple accounts are found, the Company reserves the right to cancel the most recent account(s) without prior notification to the Distributor. Refunds will not be issued for business kits purchased under subsequent accounts (including a spouse's account). The Company reserves the right to decide whether or not to transfer to the original account any downline enrolled under subsequent accounts.
- 5) A Distributor who encourages downline to maintain multiple entities or who enrolls Distributors already enrolled under another Distributor (crossline recruiting), will face disciplinary action against their distributorship, up to involuntary cancellation of their account.

H) DISTRIBUTOR STATUS DURATION:

- 1) The term of the Distributor Status is one year from the date an Application is accepted by the Company.
- 2) A Distributor shall remain eligible to renew their Distributor Status so long as he/she remains in compliance with the Company P&P and other rules and regulations. Distributors electing not to renew will be ineligible to reapply for a new position for six (6) months after removal from the system.
- 3) To remain in Active status, a Distributor must generate a minimum 50 PV in a single calendar month.
- 4) To be Eligible to be paid in the Company's Compensation Plan, the Distributor must be in Active status and meet all monthly and/or weekly qualification requirements.
- 5) The Company reserves the right to remove Distributors from the system that are inactive for a consecutive twelve (12) month period, and any personally enrolled downline under their Distributor Status will remain under the Distributor's Sponsor organization. Unilevel compression will apply in accordance to the Compensation Plan.

1) CHANGE IN SPONSOR OR PLACEMENT:

- 1) To protect the integrity of all marketing organizations and safeguard the efforts of all Representatives, the Company discourages and rarely authorizes changes in sponsorship or placement.
- 2) Sponsor Changes. Distributors wishing to change sponsors have the option of canceling their current distributorship and remaining inactive for six (6) months before reapplying as a new distributor under the Sponsor of their choosing. The 6 month inactivity period begins upon receipt and acceptance by the Company of the canceling Distributor's signed letter of cancellation.
- 3) Sponsor corrections must be submitted in writing by the Sponsor on record, and must meet all of the following criteria: a) submitted within 3 business days of the enrollment date b) Remain within the same line of sponsorship as the original Sponsor. Crossline changes will not be processed. c) Include an updated, duly signed and dated Application & Agreement for the Distributor being transferred. d) Include signatures from all the affected parties. If placement is affected, the request must meet the all the placement correction criteria e) Include US\$25.00 non-refundable administrative fee, per request, for updating the corporate records.
- 4) Placement Corrections must be submitted in writing by the Sponsor on record, and must meet all of the following criteria: a) Submitted within 3 business days of the enrollment date b) Remain within the same dual-team leg (right-to-left or left-to-right corrections will not be approved). c) Agree that the moving Distributor to be placed in the first available open position at the bottom of the leg. d) Include US\$25.00 non-refundable administrative fee, per request, for updating the corporate records.
- 5) Upon acceptance by the Company, the new Sponsor or Placement of the transferred Distributor becomes permanent.
- 6) Other sponsor or placement change requests that do not fall within the scope of the sponsor or placement corrections as described in sections 3 and 4 above must be accompanied by a non-refundable US\$100.00 review fee. *This non-refundable fee will apply even if the request is ultimately denied.* The Company will not consider any changes submitted more than two (2) weeks from the enrollment date.
- 7) All sponsor or placement changes are at the sole discretion and require the final approval of the Compliance Department, whose decision will take into account the overall good of the organization. All decisions are final.
- 8) If the changes are approved, adjustments will not be processed for previously paid commissions/bonuses.

J) SALE OR TRANSFER OF DISTRIBUTOR STATUS:

- 1) Distributor Status that has reached the rank of Sapphire or above may be sold, transferred or assigned (within the same country) only with prior Company approval, which will not be unreasonably withheld.
- 2) The Distributor agrees to give the Company the first right of refusal to purchase the Distributor Entity under the same terms as the original offer. If the Company chooses not to accept, the Distributor's Sponsor will be given the opportunity to make an offer or find a purchaser, under the original terms, within a 30-day period.
- 3) All transactions must maintain the integrity of the organizational genealogy.
- 4) A US\$100.00 Sale/Transfer Fee will apply and must be submitted along with a notarized Transfer Affidavit, new Application & Agreement for the transferee, and any additional supporting documents requested by the Company.
- 5) Company approval of a proposed sale or transfer must be in writing. Until written approval is received, the transferee or buyer is not authorized to conduct business under the distributorship. Commissions/bonuses will continue to be paid under the name of the original Distributor until approvals are granted. Previously earned commissions/bonuses under the distributorship will not be reissued under the transferee or buyer's name.

- 6) By reference, the terms on the Transfer Affidavit are incorporated herein and form part of this P&P.
- 7) The transferee cannot have any interest in another position (including a co-applicant position) or account.
- 8) The Company may terminate the Distributor Status if the seller/transferor does not meet any of the above requirements.

K) DISSOLUTION OF MARRIAGE OR BUSINESS PARTNERSHIP:

- 1) Should a marriage, common-law union or business partnership dissolve, the parties must notify the Company in writing with details as to who will retain the Distributor position. The notification must contain the signatures of both parties.
- 2) Until said notification, commission payments and bonuses will be payable in accordance with the current Distributor Application & Agreement on file. Under no circumstances will the Company interfere in settlement disputes or split commission and bonus payments between divorcing spouses or members of dissolving entities.
- 3) Once the dissolution is finalized, the second party may be entitled to enroll as a new Distributor under the Sponsor of his or her choice upon submission of a completed Application & Agreement, if he or she remains in good standing with the Company.

L) BENEFICIARIES:

- 1) Upon death or incapacity, the benefits of this Agreement shall inure to the Distributor's heirs or successors in interest and the obligations and benefits of this P&P shall be binding upon the respective successors, upon completion of a new Distributor Application and Agreement.
- 2) In the event of death, the designated beneficiary shall provide the Company with a certified copy of the final will and testament (or probate decision in absence of a will), if any, along with a certified copy of the Death Certificate.
- 3) In the event of an extended probate, the legal representatives of the deceased Distributor should contact the Company to discuss how to proceed. In the absence of any instructions, all communications and payments will be made in accordance with the original Application.

M) SPONSORING RIGHTS AND RESPONSIBILITIES:

- 1) Distributors have the right to sponsor others within authorized territories. Only Organo Gold will determine and announce which territories are authorized for Organo Gold business activity.
- 2) Sponsors must fulfill the obligation of performing bona fide supervisory and training functions in the marketing of products and program benefits.
- 3) Sponsors must not make any income claims or exaggerated claims of financial rewards during marketing presentation. The displaying of commission/bonus payments is considered an income claim and is prohibited.
- 4) At all times Sponsors must emphasize that success in the Company's marketing program will vary from Distributor to Distributor and will depend on personal efforts, including, but not limited to skill and time invested in developing the business. Distributors are compensated solely for the sale of products sold by them and their downline organization. The mere act of sponsoring a new Distributor does not generate any compensation whatsoever.
- 5) The ultimate purpose of the Organo Gold business is the sale of products to end consumers; this must be emphasized in all opportunity presentations.
- 6) Sponsors will refrain from mentioning competitor brands in a negative, disparaging, or otherwise illegal manner, or to evaluate companies negatively or disparagingly.

N) INTERNATIONAL DISTRIBUTOR STATUS:

- 1) Distributors may only conduct business in countries where the Company officially announces that it is authorized to conduct business. This includes prospecting, lead generation, and sales of product. In addition, due to differing requirements in labeling and compliance from country to country product originating in one country may only be sold or delivered within that country. In order to protect the integrity of the Company as well as the organization, violations of this policy will not be tolerated.
- 2) Legal requirements for conducting business differ for each country, so Distributors should not assume that Distributor Status requirements are the same worldwide. Distributors interested in participating in other international Organo Gold ventures should contact their local office to obtain instructions.
- 3) Distributors are subject to the policies and procedures set forth by the Company in each country.
- 4) Distributors must utilize only authorized distribution channels to build their marketing organizations.

O) NEW MARKET DEVELOPMENT:

- 1) Distributors may not individually import, export or distribute products or business building tools in any country.
- 2) The Company has the sole responsibility of contacting and coordinating with government or legal agencies for the purpose of initiating the approval process to introduce Organo Gold products to any country. Notwithstanding the Distributor's enthusiasm and good intentions, circumvention of this policy could have harmful effects on the Company's ability to conduct business. Therefore, attempts to market in countries outside of Organo Gold's official list of open countries will result in sanctions, up to and including immediate termination of the Distributor's status.
- 3) Distributors understand that conducting any pre-launch activity in countries not officially open for Organo Gold business is against Company policy and may be illegal in some countries.
- 4) Violators of this policy shall be subject to the laws governing that country, termination of their Distributor Status and subject to civil and/or criminal prosecution to recuperate any damages to the Company.

P) ORPHANS:

- 1) Orders will not be accepted from anyone who does not have a Sponsor.
- 2) If the Company receives inquiries from the public about its products and opportunity, it will attempt to ascertain whether contact resulted from a Distributor's sponsoring efforts and if so, the inquiring party will be referred to that Distributor. Other prospects, who have simply heard of the Company without any discoverable contact with a Distributor, will be referred to an Active Distributor pursuant to the Company's lead distribution policy.

Q) YEARLY ACCOUNT ADMINISTRATION FEES:

1) A yearly account administration fee of US\$49.95 will apply on the Distributor's anniversary date.

R) VOLUNTARY CANCELLATION:

- 1) Distributors may cancel their Distributor status at any time with a signed and dated letter indicating their intent to discontinue their Status.
- 2) Any Downline organization affected by the resignation will remain under the Distributor's Sponsor organization. Unilevel compression will apply in accordance to the Compensation Plan.
- 3) Once an account has been cancelled, the former Distributor may not re-apply for Distributor Status, either as an individual or part of an entity, for six (6) months from the date of cancellation, provided he or she was in good standing at the time of voluntary cancellation.

4) Cancelled accounts will not be reinstated to their original placement position or rank under any circumstance.

S) INVOLUNTARY TERMINATION:

- The Company may terminate a Distributor immediately and without notice if any provision of the Agreement, including any amendments that have been made by the Company in its sole discretion, is violated
- Any Downline organization affected by the termination will remain under the Distributor's Sponsor organization. Unilevel compression will apply in accordance to the Compensation Plan.
- 3) Cancellation shall become effective on the date on which written notice is mailed, faxed, or emailed to the Distributor's last known address (physical or electronic), or when the Distributor receives actual notice of cancellation, whichever occurs first.

VII. COMPANY PRODUCTS & SERVICES

The Company opportunity is built upon retail sales to the ultimate consumer. Distributors must certify that over 70% of previously purchased products have been sold before further products can be ordered (this is commonly referred to as the 70% Rule). Products certified as sold under this 70% rule are not eligible for repurchase. Distributors may be asked at any time to verify the certification in writing and document said retail sales.

A) ORDERING:

- 1) The Company will accept orders for products and services from Distributors only when a valid Distributor Application is on file.
- 2) When submitting orders to the Company, Distributors must use official order forms that may be downloaded from the Distributor's backoffice.
- 3) Orders are accepted via telephone, facsimile, mail or the Distributor section of the Company website. It is the sole responsibility of the Distributor to verify receipt of the order by the Company and to ensure that the order is received in time to meet the deadlines for weekly and monthly commission periods.
- Unless otherwise indicated, products and services are processed at Distributor wholesale prices.
- 5) The Company has established a Suggested Retail Price (SRP) as a recommendation for selling a particular product or service to Customers. Product may not be advertised below the SRP.
- 6) Initial orders may not be in excess of US\$1,500.00. Subsequent orders will be subject to verification of the 70% Rule and cannot exceed US\$2,500.00 each. The Company reserves the right not to sell product to a Distributor if verification cannot be confirmed.
- 7) The order must be accompanied by authorized payment covering the full order amount, shipping, processing and tax.
- 8) Separate payment must be included for each order submitted.
- 9) Multiple Distributors cannot combine two or more orders on the same form.
- 10) Accepted payment methods are noted on the Order Forms.
- 11) At its discretion, the Company may require the Distributor to submit a credit card billing authorization form before processing an order. By reference, the terms of the credit card billing authorization form are incorporated into this document.
- 12) Orders are credited to the commission period in which they are received, provided that full payment is also received.
- 13) For an order to be credited to a given commission period, it must be COMPLETED: 1) if by mail, phone or fax by the end of the last working day prior to the commission period deadline (generally, for weekly

commissions/bonuses by the end of the Company's posted business hours on Friday (unless a holiday); or 2) online via back office or corporate website - by 11:59:59 p.m. Pacific on the final day of the commission period. In the event of disagreement, the Company's timepieces will prevail.

- 14) The Company will correct any charge errors reported within 15 days of the date the order was placed, but will not be responsible for any errors or omissions not reported within 15 days.
- 15) Once an Order is placed it cannot be cancelled. The Distributor will have to follow the return or exchange procedures as outlined in this document. Retail Customers must call support for instructions.
- 16) By reference, the provisions on the Order Form are incorporated into this Agreement.

B) AUTOSHIP PROGRAM:

- 1) For convenience, the Company offers an AutoShip program to assist Distributors in managing their inventory.
- 2) Distributors may enroll in the AutoShip Program by setting up an AutoShip profile by phone, fax, or online through their backoffice.
- 3) Distributor AutoShip orders are processed on the 5th or 15th day of each month and, subject to processing volume, Distributors will be allowed to specify one of the above process dates. AutoShip orders will ship within 5 business days from the date the order was processed.
- 4) Distributors may modify their AutoShip orders on a periodic basis. If a request for modification or cancellation is received by the Company less than two (2) business days prior to the scheduled shipment, the changes will become effective the following month.
- 5) By reference, the AutoShip Agreement is incorporated into this P&P.

C) RETAIL CUSTOMER PROGRAMS:

- 1) The Retail Customer Program is designed as a convenience for Distributors to easily reach and service their customer base.
- 2) The primary relationship in these transactions is between the Distributor and their customer. Organo Gold fulfills a third-party merchant and fulfillment service role only.
- 3) Distributors will operate their Retail Customer business in accordance with all the rules, regulations, policies, and procedures set forth by the Company.
- 4) In the event of a Retail Customer dispute, resolution is the responsibility of the selling Distributor. The Company may step in as a third-party intermediary in the case of non-resolution.
- 5) Distributors agree that if within 30 days of purchasing product directly from the Company the Retail Customer is not satisfied with the results for any reason, the Retail Customer may contact the Company for an exchange or refund on the purchase amount of the product(s) and any applicable taxes (Shipping and Handling charges excluded).
- 6) Distributors are responsible for paying the Company the expenses of a Retail Customer product return or credit card chargeback. Should the Retail Customer initiate a product return or a credit card chargeback, the Distributor agrees that the Company may debit from the Distributor's commission /bonus payments all reasonable expenses incurred and commission/bonus or incentives paid on the returned products.
- 7) Distributors acknowledge that the Company reserves the right to discontinue service to a Retail Customer if the Retail Customer returns more than 50% of total purchases over any six-month period or files for a credit card chargeback.
- 8) Retail Customers purchase product directly from the Company at the current Suggested Retail Price (SRP). Distributors receive the difference between the SRP and the wholesale price (Retail Profit).

9) Retail Customers is not authorized to sponsor any individual or entity, resell Company products or services, or participate in the Organo Gold Compensation Program.

D) NON-PAYMENT:

- 1) The Company reserves the right to levy a US\$42.00 service charge for non-payment of credit cards supplied as a form of payment for product and services, be it a one-time order or an AutoShip order.
- 2) At the Company's discretion, commission/bonus payments may be debited or withheld until the issue is resolved.

E) DISTRIBUTOR-COMPANY EMPLOYEE RELATIONS:

- 1) In order to protect the rights of Distributors and Organo Gold employees alike, all calls may be recorded for training and compliance purposes.
- 2) Company employees are trained to be courteous and professional in all contact with Distributors and the public.
- a) Should a Distributor ever receive less than respectful treatment from Company personnel, they should document the situation and forward it to the Compliance Department for immediate review.
- 3) Distributors are expected to extend these same courtesies when dealing with corporate staff, via telephone, Internet, or in person.
- a) Company employees are not expected to endure abusive behavior from Distributors; in the event an employee feels that this is occurring, they are instructed to politely end the conversation, document the incident, and report it to a supervisor.
- b) Documentation will be forwarded to the appropriate executive officer for review.
- c) In severe circumstances, offending Distributors may be subject to immediate suspension or termination of their account.
- 4) Distributors wishing to acknowledge exceptional service from an employee are encouraged to write letters of appreciation to be added to the employee's file. The Company discourages Distributors from giving gifts to individual employees.
- 5) To avoid any conflict of interests, Distributors may not solicit or sponsor Company employees into any program. Such attempts may be viewed as hostile and may result in termination of the Distributor and/or the employee.

F) SHIPPING AND HANDLING:

- 1) The Company will ship product orders to the street address specified by the Distributor.
- 2) In the event a P.O. Box (rural areas only), General Delivery, or other delivery mechanisms are used at the request of the Distributor (e.g. leaving the package in a designated area without live receipt), the Company assumes no responsibility for lost or missing packages.
- 3) Distributors are solely responsible for notifying the Company, in writing, of any change in their address. If delivery is unsuccessful due to outdated or incomplete address information, or if the Distributor refuses the shipment, the original shipping charges will be recovered from the Distributor and additional charges will be levied for reshipping the product, in addition to an intercept or rerouting fee of US\$15.00.
- 4) Orders received and posted Monday through Friday, over the weekend, or on a holiday, will normally be shipped the following business day.
- 5) The Company has no minimum order restrictions, although minimum shipping charges may apply.
- 6) All orders are shipped ground service via the carrier under contract with the Company.

- 7) Shipping charges are subject to market variables, so Distributors should consult their backoffice for freight updates.
- 8) Distributors should report any order shortages or errors to the Company immediately upon receipt of the order. In the event a shipment is damaged in transit, the Distributor should refuse the package and immediately contact the Company.
- 9) When concerned that an order is lost, the Distributor should wait a minimum of seven (7) business days before requesting assistance or replacement. Package tracking information is available through the Distributor's backoffice.
- 10) All orders must be properly completed with appropriate payment attached. The Company is not responsible for orders that are delayed or not processed if order or payment information is illegible or incomplete, or insufficient payment was enclosed. The Company is not responsible for notifying Distributor of order delays caused due to incomplete information.
- 11) The Company will not be responsible for shipping delays caused by circumstances beyond its control.

G) OUT OF STOCK ITEMS:

- 1) If any products are temporarily out of stock, the Distributor will receive notification of the back-order at the time of the order or on the invoice.
- 2) Back-ordered product is paid for when ordered and commissionable volume is accrued for the corresponding commission period.
- 3) Back-orders are always filled first and will be shipped at no additional charge.
- 4) At its discretion, the Company may substitute contents of pre-set product packs with items of equal or greater commissionable value.

H) PRODUCT EXCHANGES:

- 1) Distributors or Retail Customers may exchange products within 45 days of the invoice date if the products are unopened, undamaged and in resalable condition. Components of product packs cannot be exchanged individually.
- 2) Refer to section VII. L. for return procedures.

I) DISTRIBUTOR REPURCHASES (BUY BACK):

- 1) Upon cancellation or termination of the Distributor Agreement, Distributors may return for refund Business Kits, products and sales aids that (a) he or she personally purchased from the Company; (b) are in resalable condition. Any items that have been clearly identified at the time of sale as non-returnable, discontinued, or as seasonal items shall not be considered resalable; and (c) were purchased within 1 year prior to the date of cancellation (no time limit in MA, GA, LA, and WY) at 90% of the Distributor's net cost, less appropriate setoffs and legal claims.
- 2) To be eligible for refund, Business Kits or Product Packs must be returned complete; individual components will not be refunded.
- 3) Upon acceptance of a resalable Business Kit and/or resalable products and sales aids, the Distributor will be reimbursed 90% of net cost of the original purchase price(s) in the same form as the original payment was submitted. Shipping charges incurred at the time of purchase will not be refunded. If a Distributor was paid a commission based on a product that was subsequently returned for a refund, the Company may (a) deduct from the amount of the refund any commission that was paid based on that product purchase or (b) deduct the applicable PV/GV from the commissionable month in which the return was processed.
- 4) Distributors who voluntary cancel their Distributor Status will be ineligible to participate actively or passively in the Organo Gold Compensation Plan for a period of at least six months.

- 5) Montana Residents Only: Montana residents may cancel their Distributor Agreement and return their Business Kit for a full refund within 15 days from the date of enrollment.
- J) RETAIL CUSTOMER REFUNDS:
 - 1) Please refer to section VII.C Retail Customer Programs for returns by Retail Customers (customers who purchase products directly from the Company)
- K) PERSONAL CUSTOMER REFUNDS:
 - 1) Products are provided to Distributors at wholesale prices and may be retailed directly to customers at a competitive price.
 - 2) Distributors must provide all personal customers with a Retail Sales Receipt at the time of the sale that specifies the total amount the customer will be required to pay, the Customer's Right to Cancel policy, and the contact information for the Distributor.
 - 3) Distributors are required to offer personal retail customers a 30-day 100% money back guarantee and expected to honor it all times.
 - 4) If within 30 days of purchasing and using a product a personal customer is not satisfied with the results, the Personal Customer must notify the Distributor who sold them the product for a refund on the purchase amount and any applicable taxes upon return of the unused portion of the product to the Distributor.
 - 5) The Distributor may keep the returned product for their personal inventory or contact the Company within 45 days of the original purchase date to initiate a product exchange for any unopened products. Product exchanges will be subject to section VII.H above.
 - 6) The Company does not accept returns from a Distributor's Personal Customers.
- L) PROCEDURES FOR RETURNS:
 - 1) To exchange or return a product, the Distributor, Retail Customer must:
 - a) Call Distributor Support,
 - b) provide them with the original invoice number
 - c) notify them of the product(s) being exchanged or returned,
 - d) receive a Return Merchandise Authorization (RMA) number, and
 - e) if exchanging, place and pay any difference for an order for exchange products; the total must be equal to or greater than the products being returned, excluding shipping and taxes. Appropriate shipping charges and taxes will also be charged. No credit will be allowed towards future purchases.
 - f) Clearly print the RMA number in indelible ink on the outside of the box. Packages without visible RMA numbers will not accepted by the Company.
 - g) The Distributor, Retail Customer is responsible for pre-paying all shipping costs related to the returned or exchanged items to be sent. The Company does not accept shipping-collect packages.
 - h) Distributors, Retail Customers are encouraged to add a pre-paid tracking or delivery confirmation service to all return packages. If returned product is not received by the Company, it is the responsibility of the Distributor to trace the shipment.
- M) PRODUCT LIABILITY AND BUSINESS INSURANCE:
 - 1) The Company has product liability insurance, which covers claims arising from the use of the products in accordance with the label.

- 2) Product tampering, is strictly forbidden by state, provincial, and federal laws, and completely nullifies the liability insurance.
- 3) Distributors who tamper with products become personally liable and are subject to immediate termination, as well as criminal and/or civil legal consequences.
- 4) The Company does not release copies of its insurance certificates or policies.
- 5) Distributors may wish to contact their insurance agent to arrange insurance coverage for their business property. The protection of business property may be frequently accomplished with a simple "Business Pursuit" endorsement attached to your present home owner's policy.

VIII. COMPENSATION

The Organo Gold Compensation Plan is based on a Network Marketing system of person-to-person distribution and direct sales to end consumers. Distributors are compensated for the products sold and distributed through their sales and marketing organizations. By reference, the Organo Gold Compensation Plan is incorporated into this P&P.

A) QUALIFICATIONS & PAYMENTS:

- 1) To qualify for bonuses, commissions, rank advancements and incentives, Distributors must be Active and in compliance with the Agreement.
- 2) As long as the Distributor complies with the terms of the Agreement, the Company shall pay commissions/bonuses to such Distributor in accordance with the Organo Gold Compensation Plan.
- 3) The Company recommends that all Distributors service at least three to five retail customers each qualification period.
- 4) Commissions/bonuses are not paid on the purchase of any promotional business material such as sales aids.
- 5) Distributors receive bonuses and commissions based on the actual sales of products to end consumers.
- 6) Monthly commission/bonus are paid via Company's established mode of payment on the 20th day of the month (or nearest succeeding business day) following every commission period.
- 7) Weekly commission/bonus are paid via Company's established mode of payment.
- 8) If a Distributor finds any commission/bonus discrepancies, these must be reported to the Commissions Department within 15 days of receipt of the commissions/bonus payments for adjustments to be made.
- 9) In drawing down on any commission/bonus payments, or placing a wholesale order, the Distributor reaffirms his or her commitment to abide by this P&P, as may be amended from time to time.
- 10) Payments will be processed for amounts equal to or exceeding \$7.50. If a Distributor's net earnings do not equal or exceed this amount, the commissions/bonus will be accrued until they reach the minimum amount for payment to be made.
- 11) Under no circumstances will the Company split commission and bonus payments between divorcing spouses or members of dissolving entities.

B) COMMISSION/BONUS PAYMENT FEES:

- 1) Monthly accounting fees covering currency conversions, general account and organizational tree maintenance may be deducted from the Distributor's commission/bonus payments.
- 2) The Company may debit or place a hold on any commission/ bonus payments for any amount owed it by the Distributor.

- 3) When a product is returned to the Company for a refund, the Company, at its discretion may, in the month in which the product is returned, and continuing each pay period thereafter until the bonuses or commissions are recovered:
 - a) Deduct any bonuses and commissions attributable to the returned or repurchased products from the Distributor(s) who received the bonuses and commissions on the sales of said products.
 - b) Deduct the corresponding points from the Personal or Group Volume of the Distributor who earned commissions/bonuses based on the sale of the returned products.

IX. RESTRICTIONS

The Company has a fiduciary obligation to protect and safeguard Distributors who have placed their trust and confidence in the Company mission and management. In conducting their business, Distributors should endeavor to promote the reputation of the products and services of the Company, and refrain from all conduct that might be harmful and inconsistent with the greater public interest of Organo Gold. By reference, any compliance updates distributed by the Company are automatically incorporated into this Agreement.

A) REPRESENTATIONS: DISTRIBUTORS...

- 1) shall truthfully and fairly represent the Company, its products, and programs in discussions with current or prospective Distributors.
- 2) may not enter into a contract or transaction on behalf of the Company or represent themselves as employees, Distributors, agents or preferred vendors of the Company.
- 3) may not make any claims as to any therapeutic or curative properties of the Company's products. The Company's products are not intended to diagnose, treat, cure, mitigate, or prevent any disease and should never be offered as such.
- 4) shall not suggest any diagnosis, prognosis, evaluation, treatment, description, management or remedy of illness, ailment or disease.
- 5) may not make any false, unreasonable, misleading, or intentionally misrepresentative income projections to prospective or current Distributors. Any income projections must include a compensation summary, which is issued periodically by the Company. Said summary must be given out to each prospect at the time that such projections are made, and may be downloaded from the Distributor back office.
- 6) shall stress that success in the Company's marketing program will vary from Distributor to Distributor and will depend on personal efforts, including, but not limited to skill and time invested in developing the business.
- 7) may not claim that the Company's plan or product portfolio has been approved or endorsed by any governmental agency.
- 8) are fully responsible for any verbal or written statements they make regarding the Company, its products, services, and opportunity, which are not in compliance with the current, official Company sales support material.

B) ADVERTISING:

- 1) Organo Gold compensates its Distributors for marketing products person to person. This may be done in a by-appointment environment where personal services are provided (e.g.: barbershops, salons, real estate offices, and health clubs) so long as the products are not displayed in areas where other similar products are displayed.
- 2) Retail Establishments: Company products cannot be sold, marketed or distributed at any retail location, including but not limited to stores, markets, restaurants, bakeries, chain convenience stores, big box retailers, etc.

- 3) Swapmeets, Flea Markets, Bazaars, Vending Carts: Company products cannot be sold, displayed, or distributed at swapmeets, flea markets, bazaars, vending carts, or similar venues.
- 4) Fairs, Expos, Tradeshows: The booth displays, advertisement or promotion of Company products, services or business opportunity at fairs, trade shows, open-air markets or any similar events, requires prior written approval from the Company. Requests must be made a minimum of 30 days prior to the event and before any contracts are signed with the venue.
- 5) To protect person to person marketing efforts, the Company retains the discretion to restrict its products from being sold at any location which it does not deem acceptable.
- 6) Exterior Signs or Window Displays: Exterior signs or window displays advertising the Company or its products will not be permitted at any non-corporate location.
- 7) Promotional Items: Except for pre-approved promotional items that may be available for sale by the Company, no Distributor or business entity may use Company trademarks, logos, or designs on any independently produced promotional items (e.g. vehicle decals/magnets/clings, key chains, hats, shirts, mugs, business cards, banners, stickers, stationary, etc.).
- 8) Use of Company Trademarks: Distributors may not use, reproduce or disseminate the Company trade name, logo or any trademark or service mark except those found in literature published and made available by the Company. This includes, but is not limited to, using the term "Organo Gold" (or any derivative or confusingly similar variation thereof that may confuse someone into believing that they are dealing with the Company), the corporate logo, and all marks or slogans designating products or services offered by the Company.
- 9) All Distributor material should display the phrase "Organo Gold Independent Distributor" in a prominent position, using the same (or larger) font size (min 14 point), color, and type as the surrounding text, and must be submitted for approval by the Company prior to production.
- 10) Distributors agree to avoid any references or website links to any third party literature for the purpose of verifying or stressing any medicinal or therapeutic effects of any Company product or its components. By reference, these third party claims become direct claims without proper validation.
- 11) Distributors must avoid any false appeals to authorities (e.g.: deities, doctors, nurses, therapists, scientists, officers of the company, etc.) when presenting the Company's products or opportunity.
- 12) Distributors may not charge any for-profit fee for any services, trainings, literature, materials, websites, memberships, or other Company-related material.
- 13) To avoid a conflict of interest, Distributors will not sell, display, or advertise the Company's products in conjunction with similar non-Company products in any physical or electronic retail sites, displays, or advertisements.
- 14) The Company prohibits Distributors from promoting another company's products along with the Company's products on any physical or electronic retail sites, displays, or advertisements. (Competitor is defined as another ganoderma or coffee beverage company).
- 15) It is strictly prohibited for Distributors to advertise or display Organo Gold's products below the suggested retail price published by the Company in any advertising material, whether in print, electronic, or other.
- 16) All advertisement approval requests must be submitted along with a hardcopy copy of the proposed material, prior to the material being published or distributed. These advertisements include, but are not limited to: literature, audio or video tapes, emails, displays, vehicle signs, bulletin boards, websites, internet communications, telephone messages, print ads, merchandise, etc. Any approved material is for personal use and distribution within the Distributor's personal downline only.

- 17) Mass-media marketing is not authorized and any requests for such projects will be denied. Examples of this type of marketing include radio and television appearances or infomercials or commercials, billboards and/or online feeds.
- 18) Distributors may not produce for sale or distribution any recorded Company events and/or speeches without written permission from Organo Gold. Nor may Distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.
- 19) The Company retains the right, at its sole discretion, to request the immediate removal of any and all non-compliant or offensive material used by Distributors to promote the Company's products or opportunity.
- 20) Violation of any of the above restrictions may result in instant suspension and/or termination pending an investigation (See XI. Disciplinary Measures).
- 21) Distributors must utilize only authorized distribution channels to build their marketing organizations.

C) INTERNET ADVERTISING:

- 1) All general advertising policies apply to internet/electronic advertising, including posts on any social media sites (e.g.: Facebook, Twitter, MySpace, Linkedin) or opinion sites (e.g.: blogs, Yelp, etc.)
- 2) Distributors will not promote or sell Company products in any electronic or physical auction or sale sites (including, but not limited to e.g.: eBay, Craigslist, Yahoo, etc.). To protect person to person marketing efforts, the Company retains the discretion to restrict its products from being promoted or sold on any electronic site which it does not deem acceptable.
- 3) Domain names intended for use in marketing the Company's products or opportunity must be submitted for approval prior to purchase.
- 4) Distributors are not allowed to use the trade name "Organo Gold" or any Company trademark (or any derivative or confusingly similar variation thereof that may confuse someone into believing that they are dealing with the Company) as part of their email address, domain name, online ads, business name, username(s) and/or contract details. At their own expense, Distributors agree to transfer to the Company any domain names that violate this policy.
- 5) Under no circumstance can a Distributor claim to be an official site of the Company,
- 6) The Company offers replicated retail websites on the Internet with pre-approved text and photos for Distributors to manage their retail customers and enroll new Distributors. Enrollment pages or shopping carts independent of those on the Company-issued replicated websites will not be authorized for promoting Company products or opportunity.
- 7) Distributors may create their own websites independent of the websites available from the Company, provided these have been approved by the Company. To initiate the personal website approval process, please contact the Compliance Department for instructions and the current required legal fee requirements.
- a) Once the request for approval is received, the Distributor agrees that any changes to the site in the future must be submitted to and authorized in writing by the Company.
- b) Distributors are responsible for keeping their independent site current, including product, promotion, event and marketing information.
- c) Any approved websites are authorized for personal use only. Distributors cannot supply other Distributors with independently-created replicated websites.
- 8) Violation of any of the above restrictions will result in instant suspension and/or termination pending the removal of the offending material and/or an investigation (See XI. Disciplinary Measures).

D) SPAMMING:

1) The Company maintains a zero-tolerance policy regarding any spamming activity by Distributors. Spamming is the sending of electronic or other messages in an attempt to force information upon others who have not specifically expressed a desire or granted an approval to receive said information, regardless of whether or not a signature is included in the message.

2) Unsolicited Email:

Organo Gold does not permit Distributors to send unsolicited commercial emails unless such strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act, and they have been approved by the Company prior to distribution. Any email sent by a Distributor that promotes Organo Gold, the Organo Gold opportunity, or Organo Gold products and services must comply with the following:

- a) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice). There must be a functioning return email address to the sender.
- b) The email must include the Distributor's physical mailing address.
- c) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- d) The use of deceptive subject lines and/or false header information is prohibited.
- e) All opt-out requests, whether received by email or regular mail, must be honored. If a Distributor receives an opt-out request from a recipient of an email, the Distributor must forward the opt-out request to the Company.
- f) The Company may periodically send commercial emails on behalf of Distributors. By entering into the Distributor Agreement, Distributor agrees that the Company may send such emails and that the Distributor's physical and email addresses will be included in such emails as outlined above. Distributors shall honor opt-out requests.

3) Automatic Dialing and Unsolicited Faxes:

- a) Except as provided in this section, Distributors may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Organo Gold businesses.
- b) The term "automatic telephone dialing system" means equipment, which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.
- c) The terms "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting Organo Gold, its products, its compensation plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Distributor has an established business or personal relationship.
- d) The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between a Distributor and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4) Telemarketing Techniques:

a) Distributors must not engage in telemarketing in the operation of their Organo Gold businesses. The Federal Trade Commission and the Federal Communications Commission in the

United States each have laws that restrict telemarketing practices and Distributors are responsible for observing these laws. "Cold calls" made to prospective customers or Distributors that promote either Company products or services or opportunity constitutes telemarketing and is prohibited.

E) MEDIA INQUIRIES:

- 1) It is the Company's policy that spokespersons from the corporate office handle all media inquiries (whether radio, television or print).
- 2) Distributors must not attempt to respond to media inquiries regarding the Company, its products, or their Independent Organo Gold business, and agree to immediately refer all media inquiries to the Company at compliance@organogold.com.
- F) TRADEMARK, PROPRIETARY INFORMATION, AND TRADE SECRETS:

The Company's trademark is an important and valuable business asset. The trademark helps identify the Company's products worldwide and distinguish the products from those of its competitors. The Company must protect its trademark from misuse and infringement, or it can be lost. Each time a trademark or symbol is used improperly or is used by someone other than its owner, the value and importance of the trademark can be greatly diminished. Therefore, the Company makes every effort to protect its trademark, its corporate logotype, and designs, so that others cannot use them. The rules set forth below have been developed to maintain the integrity of the Company Trademark and to ensure that the Company's name and marks will be available exclusively for the Company's business.

- 1) Permission Prior to Use Required: The Company will not allow use of its trade name (company name), trademarks (product names), designs, or symbols by any person, including a Distributor, without its prior permission. The Company will issue cease-and-desist orders to any persons using its trade name, trademarks, designs, and symbols without its permission and will, if necessary, follow with appropriate legal action for failure to comply with a cease-and-desist order. If the Company did not do this, Distributors would soon find the market flooded with the Company's products not produced by the Company or sold by its Distributors. Obviously, the Distributors would be greatly harmed by such unfair competition.
- 2) Distributors may not use or attempt to register any of the Company's current or after-acquired trade names, trademarks, service names, service marks, logotypes, product names, Company name (collectively referred to as Intellectual Property), or any derivative or confusingly similar variation thereof, in a manner that may possibly cause confusion, mistake, or deception as to the source of the products or services advertised.
- 3) Distributors may not use Company's intellectual property or any confusingly similar variation of this property in a business name, e-mail address, internet domain name or sub-domain name, telephone number, online ads, username(s) or in any other address, contact details or title.
- 4) Distributor agrees to immediately re-assign to Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. Failure to do so will result in immediate termination of the Distributor Status. These provisions will survive the termination of the Agreement.
- 5) Distributor information including: names, addresses, email addresses and telephone numbers of other Distributors, are the Company's proprietary trade secret information.
- 6) Proprietary information is transmitted to the Distributor in confidence and, but for this agreement of confidentiality and non-disclosure, the Company would not provide this information to the Distributor.
- 7) Distributors agree not to disclose such information to any third party or use such information for non-Company purposes or to compete with the Company.

- 8) The Distributor acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to the Company and to Independent Distributor businesses.
- 9) Upon demand by the Company, any current or former Distributor will return the original and all copies of proprietary information to the Company.
- 10) The Company and its Independent Distributors will be entitled to injunctive relief to prevent violation of this policy.
- 11) The Company prohibits current and former Distributors, either directly or through a third party, from promoting another company's business, during Company-related or sponsored activities or any activity promoted as such.
- 12) The Company prohibits Distributors from selling or promoting another company's products, along with the Company's products, on any physical or virtual sites, displays, or advertisements.
- 13) Distributors are independent contractors, and the Company imposes no restrictions on any Distributor's participation or sales activities in other multi-level marketing or direct sales opportunities, so long as it is not a an opportunity that directly competes with Organo Gold in offering ganoderma-based products and/or healthy beverages.
- 14) Should they elect to participate in another non-competing direct selling opportunity, Distributors agree to maintain separate organizations independent of one another. Distributors will not engage in cross sponsoring. This policy shall apply to all countries in which the Company officially operates and shall survive the cancellation of this Agreement.
- 15) Violation of the letter and/or spirit of the P&P constitutes voluntary resignation and cancellation of the Independent Distributor Agreement, effective the date of the violation, and the forfeiture of all commissions/bonuses payable for and after the calendar month in which the violation occurred.
- 16) Violations of this policy are especially detrimental to growth and sales, and the Company may seek and obtain damages for violations of this policy.

X. NON COMPETITION AGREEMENT

Any Distributor that is terminated and/or cancels his or her Distributor Status, shall not compete with the Company or any of its affiliates by soliciting existing customers of the Company to any ganoderma or healthy beverage business similar to the Company in a multi-level marketing setting or its equivalent, for a period of twelve (12) months.

XI. DISCIPLINARY MEASURES

A) All of the policies in this P&P, which includes the Independent Distributor Application & Agreement, the Organo Gold Compensation Plan, and any other agreements incorporated by reference, and entered into by and between the Company and the Distributors, are material terms to the agreement between the Company and the Distributors. Any violation of the terms and conditions entered into by and between the Company and the Distributors or the P&P or any illegal, fraudulent, deceptive or unethical business conduct by a Distributor may result, at the Company's discretion, in one or more of the following corrective measures:

- 1) Issuance of a written warning;
- 2) Imposition of a fine to be withheld from future commission or bonus payments;
- 3) Reassignment of all or part of their marketing organization;
- 4) Suspension of their Independent Distributor agreement;
 - a) Suspension means that, pending investigation and/or final decision, the Distributor will not be able to conduct any Company business until such time that the suspension has been lifted (No commission/bonus payments and no communication with his/her downline or upline). Any

Distributor found conducting Company business during a suspension will have their distributorship immediately terminated with the Company.

- 5) Termination of their Independent Distributor Agreement (Distributor forfeits all outstanding commission/bonus payments and rights to any downline organization); and
- 6) Any other measure expressly stated within the policies set forth in the P&P.

XII. FOREIGN TRANSLATIONS

From time to time, the Company may make available foreign language translations of marketing, sales and policy materials. If discrepancies are found in wording, meaning, or interpretation between the English and foreign language translation, the English version will always prevail.

XIII. PRIVACY STATEMENT

A) The Company maintains a firm commitment to privacy and does everything possible to protect the security of those Distributors and Retail Customers who choose to do business with Organo Gold. The Company has security measures in place to protect against loss, misuse, and alteration of the confidential Distributor or Customer information we collect and manage. The Company uses industry-recognized leaders in secure server and encryption technology to protect the transactions of Distributors and Retail Customers, and takes the necessary precautions to protect against identity theft or credit card fraud, including the verification of Distributor or Customer information with each transaction. The Company will never sell the information it collects or use it to promote non-Company-related products or services.

B) Distributors acknowledge that they will receive or have access to Personal Information. Distributors will hold such information separate and apart from any other information used or held by Distributor and, undertakes to Company, that it will collect, use and/or disclose Personal Information only for the purposes authorized by Company with respect to the use and/or disclosure of Personal Information. Distributor shall comply at all times with applicable Privacy Legislation and Distributor shall promptly advise Company of any breach or suspect of breach of security protecting and Personal Information.

XIV. INDEMNITY

Each Distributor shall hold the Company harmless for any claims, damages, or liabilities arising from the Distributor's misrepresentation, negligence or failure to follow the P&P. This provision will survive the cancellation of the Agreement.

XV. STATUTORY PRECEDENCE

The Company's P&P is subject to the prevailing territorial, provincial, or federal laws governing our industry. These laws take precedence over any item included herein.

XVI. PROGRAM MODIFICATIONS

In order to maintain a viable business and to comply with governing laws and economic conditions, the Company has the sole right and discretion to modify its compensation plan, product line, pricing, terms or P&P. Such modifications shall be immediately binding upon notice to Distributors. Updates shall be posted in the Distributor's backoffice. A hardcopy will be made available at the Distributor's written request. Distributors agree to abide by any such modifications.

XVII. NON-WAIVER PROVISION

Failure by the Company to exercise any rights to the provisions stated in this P&P, Organo Gold Compensation Plan, Distributor Application & Agreement, or any other document referenced herein, shall not constitute a waiver of the Company's right to demand exact compliance therewith. Waiver of this right by the Company can only be made effective by an authorized officer of the Company in writing.

XVIII. POLICY ENFORCEMENT

If any provision of the P&P is found to be invalid, illegal or unenforceable for any reason, the Company may amend or delete that provision. The amendment or deletion of any clause or provision, will not affect the remaining clauses and provisions, which will remain in full force and effect.

XIX. ARBITRATION

A) Both the Distributor and the Company hereby agree that their relationship is governed by this P&P. Any claim, dispute or other difference shall be exclusively resolved by binding arbitration administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Distributors waive their right to trial by jury or to any court. All arbitration proceedings shall be held in the city of Ferndale, state of Washington unless the laws of the state or territory in which the Distributor resides expressly require the application of its laws, in which case the arbitration shall be held in accordance with those laws.

B) Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and, if necessary, be reduced to a judgment in any court of competent jurisdiction. Nothing in this Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction, a writ of attachment, an injunction, or other relief available to safeguard and protect the Company's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding. This agreement to arbitration shall survive any termination or expiration of the Agreement.

XX. GOVERNING LAW, JURISDICTION & VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside in the City of Ferndale, State of Washington unless the laws of the province or territory in which the Distributor resides expressly require the application of its laws, in which case that province or territory's laws shall govern with respect to jurisdiction and venue.

XXI. CONTACT INFORMATION

Telephone:	1 (604) 638-6840
Toll Free:	1 (877) 6742661
Fax:	1 (604) 288-5488
Website:	www.organogold.com
Email:	support@organogold.com
US Headquarters Mailing Address:	5505 Hovander Road Ferndale, WA 98248

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EXHIBIT 10

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON IN AND FOR WHATCOM COUNTY

ORGANO GOLD INT'L, INC., a Washington corporation,

Plaintiff,

v.

Civil Case No. 16 2 00384 9

LUIS VENTURA, an individual, LUZ ANGELA VENTURA, and individual; and L&A VENTURA MANAGEMENT, INC., a Texas Corporation.

Defendants.

DECLARATION OF JOHN SACHTOURAS

I, John Sachtouras, declare:

- 1. I am over the age of eighteen years, am competent to provide to testify, and make the following statements based upon my personal, first-hand knowledge.
- 2. I am a currently authorized Distributor of Organo Gold ("Organo") in the United States, having entered into an Independent Distributor Agreement on June 24, 2009.
- 3. Between February 18 and 21 February, 2016, I was in Las Vegas, Nevada, to attend the Organo Project 50K event. During the event and shortly thereafter, I was informed by fellow high ranking Distributors among them, Mrs. Yubiris Chuorrio (from Peru), Mr. Juan Ayala (from Texas), and Mrs. Claudia Rodriquez (from Mexico) that Mr. Luis Ventura was

asking for other Distributors' phone numbers, and calling them, encouraging them to leave Organo and join with him in his new venture with another MLM company, Total Life Changes, LLC ("TLC").

- 4. On February 19, 2016, I received a message from Luis Ventura with a video attachment promoting new "opportunity" a screen-shot of that text message is attached hereto as Exhibit A, and a transcription of the video is attached hereto as Exhibit B.
- 5. Since the Las Vegas event, fellow Organo Distributors have approached me expressing concerns about solicitations they received from Luis Ventura and his associates, encouraging them to abandon Organo in favor of TLC.
- 6. Attached hereto as Exhibit C is a list of individual Organo Distributors in my personal downline who complained to me of being contacted by Mr. Ventura, along with the date(s) of the complaint, and, manner(s) in which they were each solicited by Mr. Ventura or those working with him -- Mr. Francisco Vazquez, Ms. Ana Cantera, and Ms. Stormy Wellington.
- 7. The ongoing cross-recruiting of Organo Distributors by Mr. Ventura is having a devastating effect on the morale of my organization, my downline and the company as a whole, which has become a cause of significant concern.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

	John Sachte	ouras	

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John Sachtdura

asking for other Distributors' phase numbers, and calling them, encouraging them to leave Organo and join with him in his new venture with another MLM company, Total Life Changes, LLC (*TLC*).

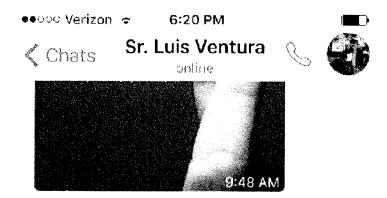
- 4 On February 19, 2016. I received a message from Luis Ventura with a video attached promoting new "opportunity" a screen-shot of that text message is attached bereto as Exhibit D.
- Note the Las Negar event, tellow Organo Distributors have approached me expressing concerns about selections they received from Law Ventura and his associates.
- Anached hereto as Libibit C is a first of individual Organo Distributors in my particular describes who complained to my of being contacted by Mr. Ventura, along with the treatment of the complaint and mannerist in which they were each solicited by Mr. Ventura or the complaint and Mr. Ventura or the control with how with them. Mr. Iranvisco Varquez, Ms. Ana Cantera, and Ms. Normy
 - has expectly conserversting of the ann that them by Mr. Venture is having a section that the company as a scholar contract and the company as a scholar contract and a section.
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Exhibit A

EXHIBIT "A"

[Screen shot of Text Message received by John Sachtouras from Luis Ventura]



Muchas gracias Mr. Luis, Feliz dia Del Amor y la Amistad.

11.000 Ma W

Today

Hola esta invitado a conectarse esta noche a una conferencia privada donde daré detalles de nuestro Nuevo Cambio.
Hora 9 pm hora del Centro Esta invitación es exclusiva y privada solo para usted.
http://elnuevocambio.com

10 de la noche en Sur América







EXHIBIT "A"

[Translation of preceding Screen shot of Text Message]

●●000 Verizon ["symbol"]

6:20 PM

["icon of a battery"]

< Chats

Sr. Luis Ventura

['icon of a phone"] ["circular photo"]

online

[FIRST MESSAGE BOX (white) -

Photo of two fingers crossed on red background]

9:48 AM

[SECOND MESSAGE BOX (Green) – Spanish text:]

Thank you very much Mr. Luis, Happy Day of Friendship and Love.

10:03 AM VV

[THIRD MESSAGE BOX (Blue) – English text:] **Today**

[FOURTH MESSAGE BOX (white) - Spanish text:]

Hello[,] you are invited to join a private conference [call] tonight where I will give the details of our New Change.

Time[:] 9 pm Central time

This private and exclusive invitation is only for you.

http://elnuevocambio.com ["http://thenewchange.com"]

6:11 PM

[FIFTH MESSAGE BOX (white) - Spanish text:]

10 at night in South America [...]

6:11 PM

个	["Camera Icon"]	1	["Microphone icon"

Exhibit B

Case 2:16-cv-00487-RAJ Document 11 Filed 04/11/16 Page 101 of 117

Transcribe Mo!

Transcription details:

Date:

March-11-2016

File name

The new change - Luis Ventura and Francisco Vásquez

Transcription results:

S1 00:09	Hello, how are you, my friends? It is a pleasure to greet you. We have Luis Ventura with us from beautiful Houston, Texas. It is a real pleasure to greet you and today we are super excited, super happy and we want to welcome all of you who are joining us from different cities and countries of the world. Yes, ladies and gentlemen, you heard me well: cause we have different people connecting from different countries of the world. But I also want to be very specific, very clear with each of you who are connecting. This is not a call in which thousands and thousands of people are connecting, it isn't. This is a special call in which each person who invited you, selected you to be part of this first call we are doing.
S1 00:57	Hello, how are you, my friends? It is a pleasure to greet you! We have Luis Ventura with us from beautiful Houston, Texas. It is a real pleasure to greet you
S1 01:05	Ana, it is repeating what I said!
S1 01:07	We are super excited, super happy and we want to welcome all of you
S2 01:09	Your screen is open, brother, you've got to close it.
S1 01:13	Cities and countries of the world. Yes, ladies and gentlemen, you heard me well: cause we have different people connecting from different countries of the world.
S1 01:19	It is repeating it
S1 01:20	different people from
S2 01:21	You have to keep the link open, close the link from the presentation.
S1 01:27	This is not a call in which thousands and thousands of people are connecting, it isn't. This is a special call in which each
S1 01:33	Excuse me, ladies and gentlemen, I am—Stop for a second. Anita, will you help me?
S2 01:39	Yes. You must close the presentation slide [?]. Ok. Sorry! We had some technical difficulties. We will wait for mister Luis Ventura to connect again. Give us a sec.
	[silence]
S2 02:19	Ok. We will wait, mister Luis will connect shortly. We had some technical problems, right? But we are live, that's what's important. Please keep connecting more and more people, to be able to see this information that we will share today exclusively with you. He's back on.
\$1 02:42	Ok, ladies and gentlemen. Apologies for the technical difficulties that we have had just now. [inaudible] Excuse me, folks, we had some issues here. This is the first time we are using Hangouts. But as I was saying, congratulations on having joined and one of the things I was saying is that this call is special. It is not a call in which we invited thousands and thousands of people, no. Simply, we selected a group of people because we want to start with something huge. We have a vision to place fifty thousand people in the next 90 days. And one of the things that I've always liked to do

TranscribeMe1

Transcribe Me

is to start off strong, start off strong and one of the things I liked about the new project we're starting, for which you have been chosen to start with us, with Mister Francisco Vázquez and myself, and other leaders that I'll introduce right now, are the four "P's" I will talk to you about it.

S1 03:33

Four "P's", which are very important for you to know about. The first "P" is the product we will be commercializing. One of the things I noticed is that when you only have one product you are limited to just one market, and right now we are facing products that people who don't know about marketing, can make money off of it. We have realized that there is either people who can recruit people or people who cannot recruit people. But then, to people who cannot recruit, can generate good income with this new project without having to have a marketing network and that is fantastic.

S1 04:09

The second "P", which caught my attention a lot, are the people, we will be working with. We've got people who have a professional work ethic. One of the things I've notices is that in this industry, if you are not connected with the right people what will happen is that in its due time you may have nothing left, so the people that we will introduce and connect you with in the next few days, you'll see that these are people who are having an impressive life style.

S1 04:41

Now, the third "P" is the process. In this process we will begin today, you'll see the change of what will take place. It will be incredible! It is a spectacular process that I do not want you to miss. Some people here that among the- who knows- 15-day, 20-day, a month, 60-day processes have had impressive changes. So change is great.

S1 05:07

And the fourth "P" I want to talk to you about is the payment plan. A payment plan [foreign]. What does this mean? Fifty, fifty, and fifty. The truth is I had never before seen a payment plan organized this way, so I want to congratulate you for being here.

Imagine, you and this plan, I won't go into details because what I will do is to introduce you to a person who already has the fruits of his work in his hand. And I want to introduce him to you since now you may be wondering: why did I choose this company or why did I choose these people that I'll introduce, to work with them?

S1 05:39

And to tell you the truth, what's interesting is that you may have the owner of a company who sponsors you, but that person will never go with you to do any kind of work. And now, I want to introduce you to Ana Cantera who I don't only know from another company in which we work together, but I know the professional work ethics she holds, along with her husband, Julio Lama.

51 06:00

And now that we have decided, Mister Francisco Vázquez and myself, to be a part of this team, along with other people who have practically joined the project as well. Remember that the next 90 days we will have 50 thousand people and you may be the person on the very highest part. And in order to talk about the payment plan and the company we are partnering with, I want to introduce you to my great friend, Anita Cantera, from the Dominican Republic, who will talk a little about what the company is, what is the payment plan, a little bit of her testimony and why we are joining forces in this team.

\$1 06:39

Remember! One, it may be powerful; but together, no one can separate you and nobody can hold you down. That is, what we are doing right now is big, huge, huge, huge. So if you want something grand, this is your opportunity and I want to congratulate you since as I said, we haven't just called everybody. Tomorrow we will have another hangout for everyone, but you have a chance of being the first one, so this is something special. Congratulations for having connected! And here is Ana

Transcribe Me.

Cantera, who is having an impressive result in just eight months. But I am not the one to share this, but I'd rather have her tell you. Go ahead, Anita.

S3 07:25

Thank you so much! Thank you so much, Luis. It really is an honor, it is a pleasure to work with you, with ethical leaders, with leaders who really worry about people, who work with the team. And it is something admirable from you, Luis and Francisco, that I don't just see you working with the team- as we say- on the floor, on the field, but you train people, you worry about their professional growth and personal within this industry, and that is how we know about the results you've had thus far. Today I feel very happy, very thankful to be able to share this information with all of you. Because eight months ago, almost nine months, we began this great vision, this great project with [foreign]. And from the moment we started, I want you to know that we were in a very difficult situation in our lives, economically and in my case, physically.

S3 08:23

Now, as you know, many of you may have seen me in that other company, and we finished that race unfortunately, not in the best way. But thank God- and I always say that God does not make mistakes and always has the best in store for us- I learned about this opportunity with [foreign]. I met my sponsor, Miss Stormy Wellington, and we will also have her with us sharing this experience. Cause we had worked together in the other company. And I was surprised by her results, surprised about everything she was doing in just six months with this project. When I spoke with her she'd had impressive results. She'd also lost a lot of weight, and I noticed on social networks that she looked super young, super beautiful and besides, she was having great economic income. And well it caught my attention and I wanted to learn more about this project.

S3 09:17

As I said, eight months ago I had a complete life change thanks to this company! I lost just on the first month, over 28 pounds with the product. Imagine that! Total, utter change. We have started working and nowadays we have organizations in over 15 countries. We have over six thousand, seven thousand people in our staff and counting; attracting more leaders as is the case with Luis, who in fact is joining us now to make history in Latin American countries, the United States and anywhere in which we have people willing to change their lives with this project.

S3 09:57

I'm going to talk to you a little bit about what is a business plan and you will be surprised because, us, in [foreign] have a project that's so easy to explain, which I can explain to you even talking to you without any need to screen a Powerpoint presentation necessarily, in spite of using it sometimes. But I want you to know, in general, what is [foreign]. [Foreign] is a company that has 15 years in the market, we're not talking about a new business. It started with a visionary, Mr. Jack Fallon, owner and CEO of the company, and the company in this moment is 5 years old – since 2011 – as a multilevel one, which was where they created the compensation plan that we have nowadays. We can develop businesses in more than 190 countries and we have in Latin America, offices along with management, in 14 countries, between them I can mention: Ecuador, Colombia, Peru, Mexico, Costa Rica, Guatemala, El Salvador, Dominican Republic – which is where I am – Bolivia, Curacao and many more.

S3 11:03

And in this moment, in fact, we are legalizing four to five countries more in which we are going to open within the next 90 days. When I saw this, I was really excited, because I knew that it was an opportunity that we'll be able to expand rapidly within the entire Latin market, unlike other opportunities where only three, four or maybe five countries work. We now have over 15 countries in which we work and potentially more than 20 countries within the next 90 days. Now, what's interesting?, as Luis said,

Transcribe We

we have an immense product portfolio. We work in different industries, among them we work in the weight loss industry, in which we have a wide variety of products and our start product is the laso [foreign] or the laso tea. This tea is a natural, organic, tea, which contains nine herbs and will help you detoxify your organism in a natural manner without any contraindications and without causing issues to your health. And, in fact, our slogan is: "Lose five pounds within your first five days". Alright? This is what we sell. You can lose up to five pounds during your first five days.

S3 12:17

Then we have other products for weight loss. Other formulas are utterly aggressive, such as the HCG, which many people have heard about, the [foreign] as well. We have the NRG, which is an energy pill.

We have products for sexual endurance, such as [foreign] for women, [foreign] for men, completely natural and helps increasing sexual and intimate performance with your partner for up to three days. Well, yes, you are showing the product there as well.

We also have a line of girdles, a line of essential oils. We have a line of coffee that not only contains ganoderma, but it also has coriceps, that contains chaga and ganoderma. We also carry Latin coffee, black coffee, chocolate, cappuccino and a very special coffee, thin coffee, which will also help you to lose weight through its consumption; thin coffee.

This coffee that you see that Stormy has there, has carnitine, cambogia, ganoderma, green coffee and other ingredients. Anyway, we have an immense variety of products. Beauty products, personal care products, anti-aging products, we even have mascara. People, we have a little bit of everything in [foreign]. As Luis said, something that I learned in the industry during these five years that I have been working, is that if you have a wide variety of products, you really have to ensure residual income; because whoever doesn't purchase a product, purchases another one, whoever doesn't sell a product, sells another one. And this is the advantage of [foreign], that we have products for everyone.

So, thanks to this wonderful enterprise, thanks to this wonderful product portfolio, we are also capable to generate an impressive income with our business plan, our compensation plan. This compensation plan encompasses five different bonuses, five different bonuses. And you might ask: "Only five?"

Well, that's more than necessary, because each one of them pays better than the previous one, believe me. These five bonuses are as follows: the first bonus, which is the direct sale bonus. As I said, we have an enormous product portfolio, where the company pays out the 50% of the commissionable volume of each one of these products. I'll give you an example: for example, tea. The treatment of the tea within an entire month in the United States costs 45 dollars. Its volume encompasses 40 points and the company is going to pay you 50% of those 40 points, which is 20 dollars. Just as you heard, 50% of the direct sales, something never seen before in the industry, people! 50% of the direct sale. You don't have to have a big stock, you don't have to get yourself full of products, no, because in [foreign], the company has the stock for you, it gives you the website, the client will purchase it from you and the company pays out 50%. Simply impressive!

Afterwards we have bonus number two, which is for builders, people that really see this business as enormous. We have bonus number two, which is the bonus of a quick beginning. Within the bonus of a quick beginning, we also generate 50% of the new income of our team. What does this mean? If you sponsor a person, we currently have — listen to this — three promotional packages and you must obtain the highest benefit

S3 13:16

S3 13:56

S3 15:25

Transcribe Mo.

from them, we have three promotion packages for 90 days, taking advantage of all this growth that we have and we want you to leverage these packages as best a s possible. We have three packages: the 200-point package, the 500-point package and the 1000-point package. Later on, I will talk about these packages.

S3 16:16

If you sponsor a person with the 200-point package, you will automatically get 100 dollars cash. If you sponsor a person with the 500-point package, you will immediately receive 250 dollars cash. And if you sponsor a package with the 1000-point package, you will get 500 dollars cash. This is in Latin America. In the United States, we're still preparing new packages, but we have similar packages to 200, 250, 500, 1200 points, which your leaders, further ahead, will inform you about, in regards of the packages we have in the United States.

S3 17:00

Now, the important thing I want you to understand it is that in this bonus number two, you receive 50% of the package. Fellows, why did I fall in love with this company since the first day I saw it? Because I understood that my people, regardless of their rank, regardless of their network, no matter how many people it has; you can make money on the base, since you start in this business. My experience in the past nine months, eight months, has been that I have many people in my team generating good income, generating impressive revenues by selling our products, working at the beginning of the network, obtaining great results without being great networkers or possessing great knowledge or bringing in large networks; simply because the plan is a fair one, thanks to these two bonuses we have.

S3 17:53

Afterwards, we have bonus number three, which is the binary bonus. We already know a lot about the binary. We know that the binary comes from the word "bi": two teams. We will win from 10% to 25% of the volume we have in our lower leg. This all goes to the binary one, both sales and new packages, as well as reorders, they go directly to the binary one. And from it we earn from 10% to 25% of the volume of our lower leg. Something really impressive! In my case, acting as National Director, I already generate 20% per week of the volume that I have on my team in my lower leg. Can you imagine! Imagine the potential of growth with the business and at the same time being able to grow the percentage of profits in a binary up to 25%. I repeat again and again, something really impressive.

S3 18:54

And then we have bonus number four, which Luis, this is my favorite bonus, I wholeheartedly tell you. I love bonus number four!, because on it people are really motivated to help you earn money. Here, they will be committed to make you earn more and more money. In fact, Luis, please, become a millionaire, I want you to surpass my ranks, to become an ambassador, I don't care; because in here, in the equivalence bonus, the company recognizes your effort to help your team to generate income. You can make up to 50% of the earnings of the binary on a weekly basis, from all the people that you bring to the business, from all your first level. All of these people that you're going to help by introducing this opportunity over to them, really, you are going to -believe me- be the most interested in the fact that they make money and grow within the business, because the company is going to pay you 50% of the binary on a weekly basis. But not only that, you can also earn from a 10% up to 50% on your second level, friends. From all your second level! Which means, the people that your immediate ones sponsored. From 10% up to a 50%. Can you imagine, being able to help 10 people within the next twelve months in order to generate one thousand dollars of binary, that is not a lot; 250, we are talking about 250 dollars per week, 1000 dollars per month. And that you, from those 10 people, which would be a total of 10 thousand dollars in earnings, can generate fifty percent: that would be fifty thousand dollars automatically. Only from that bonus and only for the first level.

Transcribe Me

Impressive! There is nothing like this out there, people, I know what I'm telling you.

S3 20:47

And then we have the bonus number five, which starts from the moment where you act as National Director. And as National Director, the company will pay you \$1,500 dollars each month for you to do whatever you want with that money: paying your car, your house, buy clothes, go on a trip, help your team; really, whatever you want to do, because it is a bonus that you earn automatically by reaching the position of National Director. So this is the business plan, I can elaborate a lot, but we want to make this call brief. I want to introduce you to a person who has really impacted my life during these last few months, because, as I told them when I joined this company I was devastated financially and emotionally, and this person told me, "Ana, your story is similar to the mine ", she ended up the same, in the exact same way. That time, she told me: "I feel uniquely connected to you. You have my support, I will help you, I want to change your life." She traveled from Miami, where she is currently living, to the Dominican Republic, even though I had already started-I had very little time, around two weeks- and she helped me. We even went through several towns, lots of driving hours and I tell you, she was someone who had impressive results. And that gave me a lesson in humility, she gave me a lesson to really understand that this is a different opportunity, where people do take off-like I say sometimes- their cape and help you in the actual battlefield in order to reach your dreams and goals.

53 22:20

And for me, that's what Mrs. Stormy Wellington has been. She is a person who within her first seven months generated a million dollars in [foreign] in profits, and within 14 months, this has been documented, has generated over two million dollars in this company. But not only that, because you might say, "Oh well, yes, she has earned a lot of money." No, not only that. She has already helped out more than 10 families to this day-more than 10, no, I would say even more- she has helped them generate six-figures in this company. People in the old company where we worked together, had not even reached the first level of leadership in that company and to date, they have generated over half a million dollars. Young people, such as Darrel Drake, of 26 years of age, earned half a million dollars or even more than half a million dollars during his first year. Pam McTray and Nathan McTray, these are the people I'm talking to you about, had never ever been successful in the industry; they now earn over half a million dollars only during their first year as well.

And just like this I can mention many different cases, including mine, which during my first six months, thanks to [foreign], I was able to generate 200 thousand or even more than 200 thousand dollars in commissions, and my life, my friends, changed from tragic to magic. Now, I feel thinner, more beautiful, I'm happier. I am me, because I recovered my identity, because I can be me and thank God I am help many other individuals to generate income thanks to our dear Stormy Wellington, as well. Stormy, [foreign].

S4 24:05	[foreign] Hi! How are you?
S3 24:09	[laughter] [foreign]
S4 24:11	[foreign]
S3 24:15	I'm very excited to be here

\$4 24:19 [foreign]

I'm sitting here and I really see a lot of familiar faces, such as Ana's face, Francisco's and Luis', and so many people's faces that are in Francisco's living room, that I also know from my previous experience.

tonight.

S3 24:27

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Transcribe Me

S4 24:40	[foreign]
S3 24:46	This has really warmed my heart, because I feel like I'm in a family gathering.
S4 24:54	[foreign]
S3 25:02	Many of you that are connected in this hangout tonight, you are in the same day in the same place where I found myself a few years back.
S4 25:11	[foreign]
S3 25:17	I generated thousands of dollars in revenue, I did a lot for the Company I worked for; I devoted myself to that company.
S4 25:25	[foreign]
S3 25:30	And when things were not going the way we wanted them to, the same company to which I gave my all, well, it failed me.
S4 25:42	[foreign]
S3 25:48	And to be completely honest with you guys, 15 months ago when [foreign] came into my life.
S4 25:55	[foreign]
S3 25:59	I had stopped believing in reserved income or in network marketing in general.
S4 26:06	[foreign]
S3 26:10	When I got the call or a call to join this company 15 months ago.
S4 26:17	[foreign]
S3 26:19	I was financially broke.
S4 26:22	[foreign]
S3 26:26	And I was 98% mentally broke.
S4 26:31	[foreign]
S3 26:34	But the 2% extra that was left
S4 26:37	[foreign]
S3 26:41	Was really there because of my family and because of the people that I know follow me.
S4 26:46	[foreign]
S3 26:49	When I started using the products.
S4 26:52	[foreign]
S3 26:55	I was truly amazed by the results I got.
S4 26:59	[foreign]
S3 27:03	Because, to begin with, in order to belong to a Company I have to know that the product they have is going to work.
S4 27:09	[foreign]
S3 27:12	I take this tea twice a day.
TranscribeMe7	

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Transcribe Me

S4 27:15	[foreign]
S3 27:18	My sister takes this tea twice a day.
S4 27:20	[foreign]
S3 27:27	My best friend, who didn't have a home at that time, her and her husband, and her children, they were sleeping in my home's floor, she drinks this tea.
S4 27:36	[foreign]
S3 27:39	At the beginning, we drank everyone's tea, just waiting for something to happen.
S4 27:45	[foreign]
S3 27:49	And to be quite honest, we didn't believe in anything at the time.
S4 27:54	[foreign]
S3 27:58	My sister, thanks to this tea, lost more than 20 pounds in two weeks and a half.
S4 28:04	[foreign]
S3 28:08	My best friend, Pat McCraig, lost 25 pounds in a month.
S4 28:13	[foreign]
S3 28:15	l lost 10 pounds during my first 10 days.
S4 28:18	[foreign]
S3 28:22	And the slogan: "Lose five pounds in your first five days."
S4 28:25	[foreign]
S3 28:29	Became a reality for me.
S4 28:33	[foreign]
S3 28:37	Something in my heart told me that this was real, I knew it.
S4 28:43	[foreign]
S3 28:46	That we were going to take this chance and that we would restore our family.
S4 28:51	[foreign]
S3 28:55	At that moment, the only thing that I wanted to do was pay my rent and pay my car.
S4 29:01	[foreign]
S3 29:02	That was the only thing I thought about, the only thing I wanted.
S4 29:05	[foreign]
S3 29:08	My friend, as I said, was without a home, was living with me.
S4 29:13	[foreign]
S3 29:15	Her husband and also her three children.
S4 29:17	[foreign]
S3 29:20	I really wanted to help them so they could also get their own house.
S4 29:24	[foreign]

TranscribeMe8

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Transcribe Ma.

S3 29:28	When I sat down to discuss with the owner of this company, Mr. Jack Fallon.
S4 29:33	[foreign]
53 29:36	And I saw the compensation plan.
S4 29:38	[foreign]
S3 29:42	I fell in love with all these products that we have.
S4 29:45	[foreign]
S3 29:50	We sat down to launch a Project called "Vision 50 thousand"
S4 29:55	[foreign]
S3 29:58	Where I talked and told Mr. Jack Fallon.
S4 30:01	[foreign]
S3 30:07	That we would bring in 50 thousand people, among distributors and clients, in a 90-day period.
S4 30:16	[foreign]
S3 30:20	We told them that our goal was to help 1000 families to earn six digits with this company.
S4 30:28	[foreign]
S3 30:32	And all we started at the beginning were hangout conferences, like this one.
S4 30:37	[foreign]
S3 30:39	We made conference calls.
S4 30:41	[foreign]
S3 30:43	We hosted house parties.
S4 30:45	[foreign]
S3 30:47	We used social networks: Facebook, Instagram.
S4 30:51	[foreign]
S3 30:55	I wrote myself in that moment a check to myself amounting to 1.5 million dollars.
S4 31:01	[foreign]
S3 31:07	And each day that 2% of belief that I had left, it started to grow little by little, 4%, 8% until it grew enormously.
S4 31:16	[foreign]
S3 31:19	And to be honest with you, the only reason why it grew
S4 31:24	[foreign]
S3 31:27	Was because I saw normal people obtaining results.
S4 31:31	[foreign]
S3 31:33	There were people losing weight.
S4 31:35	[foreign]
TranscribeMe9	

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Transcribe Me

S3 31:38	And, really, we do not make any type of income statements.
S4 31:44	[foreign]
S3 31:47	This is probably not much to you.
S4 31:49	[foreign]
S3 31:52	But my sister, who, never in her life had done multilevel marketing.
S4 31:56	[foreign]
\$3 32:01	She gets really excited when she know she's not a leader, or she is not doing big stuff, but she's earning a check of 156 dollars per week.
S4 32:11	[foreign]
S3 32:15	Normal people in the industry, people without experience, here they earn money every day.
S4 32:22	[foreign]
S3 32:25	And the stories have become simply impressive, unbelievable.
S4 32:30	[foreign]
S3 32:36	I went from earning five thousand to 150 thousand in only 90 days.
S4 32:43	[foreign]
S3 32:46	I was able to be in the magazine of the company, Momentum magazine.
S4 32:53	[foreign]
S3 32:55	In seven months.
S4 32:57	[foreign]
S3 33:00	I was able to go and pick up my ring of one million dollars.
S4 33:04	[foreign]
S3 33:09	[foreign]
S4 33:10	[foreign]
S3 33:12	Oh! And I started restoring all my—my [foreign]
S4 33:18	[foreign]
S3 33:20	Oh, oh! Cleaning out all of that in those 90 days.
S4 33:23	[foreign]
S3 33:32	And just three weeks ago, many people in my team – including me, Ana, and other people of the team – were walking through the platforms of our convention, receiving checks and very big rings.
S4 33:46	[foreign]
\$3 33:51	You can earn and generate in this business two million dollars in just a year.
54 33:58	[foreign]
S3 34:03	In fact, last week I got really excited because it was my best week ever.

Transcribe Me 10

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Transcribe Me

S4 34:09	[foreign]
S3 34:10	We do not make any type of income statements.
\$4 34:13	[foreign]
S3 34:16	The results are not automatic, right? You have to work to get these numbers.
S4 34:23	[foreign]
S3 34:26	But I generated my weekly check just last week and it was over 60 thousand dollars in commissions. Just last week.
\$4 34:34	[foreign]
S3 34:38	And I am really going to say this just to wrap up.
\$4 34:41	[foreign]
S3 34:46	Seeing Julio and Ana generating a quarter of a million dollars already in less than a year.
S4 34:53	[foreign]
S3 34:5 7	And seeing the eyes of Francisco, Adriana, Luis, Fernanda
S4 35:03	[foreign]
S3 35:06	Just, even though they were dressing very beautifully on the day we met.
S4 35:11	[foreign]
S3 35:15	When they started talking about the subject in regards of wanting their team to generate, their team to earn, their team to grow.
\$4 35:24	[foreign]
S3 35:27	I told Jack before us leaving the corporate office of [foreign].
S4 35:33	[foreign]
S3 35:36	Because its heart is its people, having its team earn.
S4 35:41	[foreign]
S3 35:45	We pay out more than any other company in the world. We pay out 65%.
S4 35:52	[foreign]
S3 35:54	And it's because of that that this company.
S4 35:56	[foreign]
S3 35:59	Is drawing leaders that really want to help out other people.
S4 36:04	[foreign]
S3 36:07	And I'm really excited to let you know today that if you, at any moment, have ever wanted to earn.
S4 36:13	[foreign]
S3 36:16	If you're tired of being tired.
S4 36:19	[foreign]

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Transcribe Me!

\$3 36:21	Tonight is your chance.
S4 36:24	[foreign]
S3 36:26	To make history.
S4 36:27	[foreign]
S3 36:30	There's no doubt in my mind.
\$4 36:33	[foreign]
S3 36:36	That Luis and Francisco.
S4 36:38	[foreign]
S3 36:42	That they will break the record that I have which is 50 thousand people.
S4 36:47	[foreign]
S3 36:52	I know that if I was able to earn two million dollars during my first year, I will be very surprised if they don't generate three million in their first year.
S4 37:01	[foreign]
S3 37:02	But [laughter].
S4 37:03	[foreign]
S3 37:08	It's not only about what they are going to do, it's about what you can do. Because you can join us and create your own story.
S4 37:19	[foreign]
S3 37:22	Tonight is about the people that will be starting, the first ones that will leverage the opportunity.
S4 37:28	[foreign]
S3 37:31	And I want you to know that you are very special because you have been invited to this first hangout tonight.
S4 37:38	[foreign]
S3 37:41	If I was you, I would be, in this exact moment, sending messages out.
S4 37:46	[foreign]
S3 37:48	And I would be writing them, telling them: "Get me in the system first, me first!" [laughter]
S4 37:55	[foreign]
S3 37:59	Because when you know the compensation plan very well, you will realize why you want to be first.
S4 38:07	[foreign]
S3 38:11	So, yes, I'm really excited, truly, congratulations and see you at the top.
S4 38:18	[foreign]
S3 38:19	Do not lose your moment [foreign] Stormy. [foreign]. [inaudible].
	[claps]

Transcribe Me

[laughter]

S3 38:33

This was the previous week's little check, not last week, the previous one. So [foreign] Stormy [foreign]. Thank you everyone for being online and I want to leave you with a person who is also really, really special. We have had a ton of fun these last few days we've worked together, we're very happy because we're running at a thousand miles per hour and this person has been incredible in regards of the work that has been done this week. In fact, he has in his house a bunch of people opening up information, working, and it's an energy that cannot be compared to any other one out there. We're very happy to have Mr. Francisco Vasquez in this conference [inaudible].

[claps]

S5 39:32

Of course, for me, it's a big honor to join now this amazing group. I've met Stormy, I've met Anita. And, well, for years I've worked with Mr. Luis Ventura and I've always said that it's such a pleasure to work with him, but today we're starting to rewrite history. To everyone out there who is online today, think about it: six years ago we started a story. Thank God for the company that we have walked through, we've left out mark. I mean, there is no single company where I think that Luis Ventura – I speak for myself – hasn't left a mark. Today, I am making history today with a new company, but the most important thing is being able to impact the lives of many people, because this last company we also had in Mexican pesos, at least 15 millionaires under our corporation; people who earned more than one, from three to six million pesos in a year time only. So, everyone who's not seeing that only remembers how people started arriving afterwards, and the only thing they would say to me was: "Why didn't I meet you at the beginning?, I would've liked to have been signed up when the project really started". They signed up any way, but now you can actually do that.

S5 40:52

Today we're starting a new story, and really, as I said, God makes no mistakes, there is a reason why God brought us here. It took a lot of work to change mentality, to change the company's shirt. Thank God they helped us taking away nothing, but now, here we are really working as a team. It is a pleasure to know that all the emails, all the messages that are arriving to me from people talking about what we're doing. I knew we were a little famous, but not up to that point. I didn't know the avalanche that was expecting us. This is like a snowball effect, so, enroll yourself quickly so you can be one of the first ones, because we are really going to generate a big impact and for all the people that are watching, just in case there is a spy there, I want to let you know too, let him/her be taken over there to another company or any other and say that we, in this company, [foreign], all of us are going with?

S6 41:58

Power!

S5 42:00

May God bless you all.

[claps]

S3 42:05

Thank you! Get in touch with them because you are definitely making history and what is going to happen within the next 90 days will be unbelievable, historic.

S4 42:16

[foreign]

S3 42:20

Tomorrow, listen to this, at this same time, get everyone online. We are going to publicly launch this throughout the entire social networks, through Facebook, through Instagram, through Twitter, through all social network platforms and we're going to

TranscribeMe13

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Transcribe Med

[foreign]	
Correct. Stormy says, thanks to her experience, not just texts. Pick up the phone and call all your contacts so they can be a part of this big, big project.	
And I invite you to share all the lines, all of our Facebooks, all of the videos we are going to be launching. Tell your people that just like they send those funny jokes, and those things, to now send the videos that Luis Ventura and myself and all of those involved in [foreign] are going to have.	
That's right!	
That's right, my friends. Congratulations on getting online! Remember that tomorrow we are going to be here again at the same time. Make sure to get your people online, because we are not calling anyone else because we wanted you to be the privileged ones to get online first before calling everyone and make it public. Thousands and thousands and thousands of people are about to arrive and you are about to be the first ones. So, Anita, congratulations. Thank you very much for being with you. Tony [foreign]. Francisco, I just want to tell you that you are an extraordinary person; not only a fantastic friend, but also a person that does not hold back and have the pants right on their place. Congratulations, I love you so much. And see you in the beaches of the world!	
And we're all leaving with?	
Power!	
[claps]	
Remember that we are going to be in Colombia with our amazing leader, Anita. So	
In Colombia, in Ecuador, in New York, in Chicago, in Miami, in California, in Dallas, everywhere. Each and every Latin person in the United States and in Latin American will know this type of power. Welcome everyone! And congratulations in this new phase of your lives. Thank you.	
You're welcome.	

Exhibit C

EXHIBIT "C"

Complaints Received by John SACHTOURAS from Down-line

Name of Complainant:	Date of Complaint:	Nature of Complaint:
Juan AYALA	19 February, 2016	Met Luis Ventura and Francisco Vasquez in person at Venetian Hotel in Las Vegas, didn't expect sales pitch for another company
Ana YENSI TALAVERA	19 February, 2016	Met Luis Ventura in person at Venetian Hotel in Las Vegas, given sales pitch for TLC
Claudia RODRIGUEZ	24 February, 2016	Luis Ventura contacted her team members and recruited part of the team
Victor APONTE	26 February, 2016	Phone call received from Luis Ventura
Sandra PEQUERO	1 March, 2016	Luis Ventura contacted her team members and recruited part of her team
Hilda De GRANDES	8 March, 2016	Repeated phone calls received from Luis Ventura
Rafael CABRERA	9 March, 2016	Phone call received from Francisco Vasquez

Natalia TOUS	13 March, 2016	Luis Ventura contacted her team members
Paula RONDEROS	15 March, 2016	Luis Ventura contacted her team members by phone
Sergio ANSALDO	15 March, 2016	Text message received from Luis Ventura
Fernando RODRIGUEZ	18 March, 2016	Luis Ventura contacted his team members
Gabby RODRIQUEZ	20 March, 2016	Repeated phone calls received from Luis Ventura
Dora BARAJAS	22 March, 2016	Luis Ventura contacted her team members and recruited part of the team (about 75%)
Erica ROJAS DUARTE	22 March, 2016	Repeated phone calls and text messages received from Luis Ventura